

Building Laborers Local # 310
Cuyahoga and Geauga Counties
and
Construction Employers Association
& Affiliated Associations

Summary of Contract Negotiations

June 3, 2009

Economics:

May 14, 2009 - \$.60/ hr. increase	$\$36.92 + \$.60 = \$37.52$
May 1, 2010 - \$.65/ hr. increase	$\$37.52 + \$.65 = \$38.17$
May 1, 2011 - \$1.05/ hr. increase	$\$38.17 + \$1.05 = \$39.22$

Extension of Agreement:

Both parties agreed to continue working after the expiration date of April 30, 2009 at the current wage rate and fringe benefits. Friday, May 1 and Monday May 4, 2009 were two days the contract was extended. A work stoppage occurred starting on Tuesday, May 5, 2009 and ended on May 13, 2009.

Building Laborers Local Union # 310 Steward Guidelines:

The June 16, 1997 Steward Guidelines were revised on April 30, 2009 and both parties agreed to include the Steward Guideline in the new collective bargaining agreement. Copy is attached.

Code of Conduct:

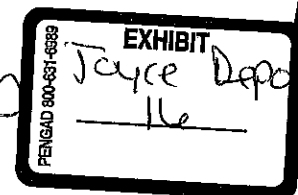
The union agrees that the Local 310/CBA Code of Conduct will be incorporated by reference into the Collective Bargaining Agreement subject to review and approval by the Laborers International Union of North America.

Article I, Section 4, page 3:

Add verbiage to end of paragraph that reads: *There shall be no site specific agreements, except to the extent to satisfy disadvantaged business and diversity requirements of the owner. The DBE's shall be certified by any governmental body within the jurisdiction of this agreement.*

Project Labor Agreement (PLA):

Add new language to read: In the event of a Project Labor Agreement, Labor agrees to include the Construction Employers Association in any and all discussions that vary from the terms and conditions of the Collective Bargaining Agreement.



**Building Laborers Local # 310
Summary of Contract Negotiations
June 3, 2009**

Page 2

Article I, Section 6, page 3:

Add new paragraph to read: If requested by or on behalf of an Owner, with the request made in writing and supported by a copy of the legislation, ordinance or other official document setting goals for workforce participation on a project, the Union will refer local residents, minorities and females in proportion to the goals established for the project provided that all categories of employees and crafts working for the Employer at the project equitably participate in efforts to achieve the goals.

Article VII Fringe Benefit Funds, Section 2 through Section 8, Pages 23 and 24:

Add new language to read: For the remainder of this contract any additional wage allocation of "Wage Increase to Fringe Benefit Program" will be reviewed and approved by CEA and signatory contractors and published annually in the Building Laborers' Local No. 310 "Scale of Wages".

Article VII, Section 9, page 25:

Add new language to read: For any agreed upon wage increase, the funding needs as determined by the actuary and board of trustees of the fringe benefit funds, defined in Article VII will be allocated first, with the balance of any wage increase to be allocated by the Union.

Management Rights:

Add new language to read: Except as otherwise provided in this Agreement, the direction of the workforce, including the right to hire, suspend, discharge for just and proper cause and to lay off employees for lack of work or other legitimate reasons is vested exclusively in the Employer.

Alternate Dispute Resolution:

Add new language to read: If during the term of this Agreement, the Ohio legislature authorizes ADR programs in the Ohio Workers Compensation laws, the parties agree to meet and negotiate in good faith a program consistent with the legislation.

June 2, 2009

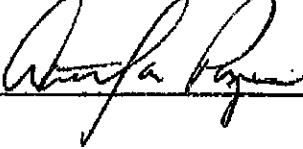
Building Laborers' Local #310/CEA

Article 1, Section 4, page 3:

Add verblage to end of paragraph that reads: There shall be no site specific agreements, except to the extent to satisfy disadvantaged business and diversity requirements of the owner. The DBE's shall be certified by any government body within the jurisdiction of this agreement.

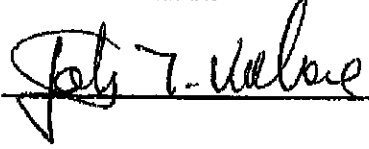
AUTHORIZED SIGNATURES:

FOR THE EMPLOYERS:



Date 6/3/09

FOR THE UNION:



Date 6/3/2009

Management Counter-Proposal to Plasterers' Counter Proposal of
April 23, 2009

6. Project Labor Agreements – In the event of a Project Labor Agreement, Labor agrees to include the Interior Systems Contractors Association/Construction Employers Association in any and all discussions that vary from the terms and conditions of the Collective Bargaining Agreement. The Union may sign PLAs provided there are no added responsibilities upon signatory contractors.

For Management:

For Labor:

Date:



CONSTRUCTION EMPLOYERS ASSOCIATION

950 Keynote Circle, Suite 10
Cleveland, OH 44131-1802
jporada@ceacisp.org

(216) 398-9860
(216) 398-9801
www.ceacisp.org

Date: May 28, 2009

To: Labor Steering Committee

From: John Porada

Re: Ratification of Laborers Local 310

Gentlemen:

Although the CEA Board of Directors ratified the tentative settlement with Building Laborers Local 310, it was done with the stipulation that Laborers 310 remove the union proposed jurisdictional issue as stated: "*or when recycled and permanently leaving the site*".

Laborers 310 agreed to remove the above previously agreed to language.

Now Laborers 310 is asking CEA to remove a management proposal previously agreed to language that states: "*There shall be no site specific agreements*".

Elliot Azoff suggested to keep the above management proposal of the site specific language and to satisfy the union's concerns by offering the following sentence: "*It is agreed and understood this provision will not impact existing PLA's, but will be applied prospectively to all future PLA's*". Mr. Azoff felt this sentence would satisfy the union's objection to the site specific proposal.

Building Laborers Local 310 rejected Mr. Azoff's suggestion and wanted site specific language removed. The union felt they agreed to remove the recycling language and in good faith CEA should agree to remove the site specific language.

Building Laborers 310 is having a union meeting on Wednesday, June 3, 2009 to reject or ratify the tentative settlement.

John Arsena, CEA president is asking the Labor Steering Committee's recommendation and email reply to me ASAP as to the following:

_____ Yes, I agree that CEA should remove the site specific language.

_____ No, I wish to keep the site specific language.

Print Name: _____ Date: _____

Reply to John Porada at jporada@ceacisp.org or fax (216) 398-9801. Thank you.

**Building Laborers Local # 310
Joint Labor/Management Negotiation Committee Meeting**

**Construction Employers Association Board Room
Brooklyn Heights, Ohio**

Monday, May 4, 2009

Those in attendance included:

Management

Anthony Panzica, Chairman
Richard DiGeronimo
Mac Donley
Rick Semersky
David Giorgi
John Porada

Building Laborers Local 310

John Kilbane, Chairman
Terence Joyce
John Horton
Mark Rosborough
Mike Kearney
Kevin Clegg
Sebastian Trusso

Mr. Kilbane called the meeting to order at 8:40 a.m.

Mr. Kilbane noted two changes to the April 30, 2009 Meeting Minutes as follows:

1. Page 2 - Mr. Kilbane's comment when asked by Mr. Panzica if an MOU was as binding as a CBA. Mr. Kilbane stated he didn't know. Remove the words "assumed it is, but he's not an attorney".
2. Page 2 - Remove the phrase from what Mr. Joyce comment: "UCIP didn't work and Saw Mill Creek was OK".

A motion was made, seconded and unanimously agreed to accept the Meeting Minutes of April 30, 2009 with the above corrections.

A motion was made, seconded and unanimously agreed to accept the Meeting Minutes of May 1, 2009 as presented.

Mr. Kilbane noted that the union provided the last economic offer and that management should reply.

Mr. Panzica suggested to caucus at this time.

Both parties agreed to caucus at 8:45 a.m.

Mr. Panzica and Mr. Rick Semersky met with Mr. Kilbane and Mr. Joyce in a separate meeting room.

Management presented a new proposal:

May 5, 2009 - Freeze

May 1, 2010 - \$.20 per hour increase

May 1, 2011 - Wage re-opener

Accept Saturday make-up day language

Mr. Kilbane provided the union's economic proposal:

1. NO to management's Saturday make-up day proposal.
2. Three year agreement:
 - ♦ May 5, 2009 - \$1.25
 - ♦ May 1, 2010 - \$1.25
 - ♦ May 1, 2011 - \$1.25

Residential-\$.50 per hour per year for three years (Need re-allocation language).

Mr. Panzica, Mr. Semersky, Mr. Kilbane and Mr. Joyce met again in a separate room with no progress.

Laborers Local # 310 committee left the building at 11: 25 a.m.

Respectfully submitted,



John Porada
Executive Vice President

Laborers Joint Labor/Management Negotiation Meeting
Monday, May 4, 2009

CEA Board Room
Brooklyn Heights, Ohio
8:30 PM

SIGN-IN SHEET

Name	Union/Management
Joe T. Velazquez	Local 310
James P. Joyce	Local 310
Michael J. King	Local 310
Robert E. King	310
John D. Hurd	310
Sebastian Truesdell	310
K. Mark Richardson	Local 310
TONY PANZICA	CEA
Rick Samersky	CEA/MCA
David Giorgi	CEA/ISCA
JOHN PORADA	CEA
Rick DiGeronimo	"
Mac Donley	CEA/CEA

John Porada

From: John Porada
Sent: Thursday, May 28, 2009 4:56 PM
To: 'Tony Panzica'
Cc: John Arsena
Subject: RE: Laborers 310

Tony & John: Union Proposal 2, Article 1, Section 4 - This is the what 310 wanted that created the discussion that now is occurring. Change to read: This Agreement shall bind all subcontractors working for an Employer upon whom this Agreement is binding. The Employer agrees that neither it nor any of its subcontractors on the site will subcontract any work covered by this Agreement that is to be done at the site of any job to which this Agreement is applicable except to a person, firm or corporation bound by the terms of this Agreement.

The following is a chronological summary of what was said regarding the above proposal:

- April 15, 2009 - Panzica said no to union proposal # 2 and stated that the union already has a subcontractor clause in the contract - Article 1, Section 4. Porada read the section. Kilbane noted its not the same language.
- April 28, 2009 - Kilbane read the Carpenters Subcontractor language: "The Employer agrees that it will not enter into subcontracts for any work covered by this Agreement to be done on any site of construction, alteration or repair of a building, structure or other work with any Employer who does not have a signed Agreement with the Union". Panzica questioned the words "at the site of any job" on Union proposal # 2. Also, after some discussion Panzica said that management will discuss in caucus. After the caucus Panzica noted union should consider "site specific" for proposal # 2. Union will review.
- April 29, 2009 - Panzica asked if the union had an opportunity to review proposal # 2 in regard to add the wording "site specific". Kilbane noted he needs clarification from counsel to review, but doesn't see a problem. After a caucus both parties agreed to laborers counter proposal. Both parties agreed and signed off to add language to the existing Article 1, Section 4 and signed the following: "... amounts still owing to the subcontractor by the Employer. There shall be no site specific agreements"
- April 30, 2009 - No discussion occurred in regard to the above proposal. (Both parties agreed to extend the contract).
- May 1, 2009 - Union Proposal # 2 was no longer discussed. (Both parties agree to extend the contract). Negotiation discussion continued by a subcommittee of John Kilbane, Terry Joyce, Tony Panzica and Rick Semersky
- May 4, 2009 - Both parties met and during a caucus agreed to continue to discuss issues with the subcommittee. Union walked out of negotiations and stated they would never return and will be on strike.
- May 5, 2009 - First day of the strike.
- May 13, 2009 - Rick Semersky and Terry Joyce met at Starbucks and Union returned to work on May 14, 2009.

John - Suggest we either have a meeting of the CEA Board of Directors on Tuesday, June 2 or send a survey as I prepared earlier. John Porada

From: Tony Panzica [mailto:tonyp@panzica.com]
Sent: Thursday, May 28, 2009 3:43 PM
To: John Porada
Cc: John Arsena
Subject: FW:

5/28/2009

John,
This is the written answer from Local 310. As directed, let's convene a meeting to discuss thisTony

From: Terry Joyce [mailto:tjoyce@local310.com]
Sent: Thursday, May 28, 2009 3:15 PM
To: Tony Panzica
Subject: RE:

Local 310 is wishing to withdraw Union Proposal #2 Article I Section 4.

From: Tony Panzica [mailto:tonyp@panzica.com]
Sent: Thursday, May 28, 2009 1:57 PM
To: tjoyce@local310.com
Subject: RE:

Terry,
The Board does not want to misunderstand what you want and have requested that you put your specific request and explanation of it in writing. Thanks for your help.....Tony

From: terence p joyce [mailto:tjoyce@local310.com]
Sent: Wednesday, May 27, 2009 1:56 PM
To: Tony Panzica
Subject: Re:

Tony,
To comment on this section of your response..."Elliott Azoff has reviewed this and suggests we leave the sentence we agreed to (There shall be no site specific PLA's) and add this sentence "It is agreed and understood this provision will not impact existing PLA's, but will be applied prospectively to all future PLA's." Our initial proposal was intended to strengthen our sub-contractor clause. This has now entered into a discussion concerning PLA's , which we believed we gave into your demands concerning this in a separate proposal. Our hope is to leave the language alone as to not confuse the issues. We also believe that in good faith we have tweaked some things for the benefit of your organization. If you can work with us on this it would be appreciated.

Sincerely,
Terry

Sent via BlackBerry by AT&T

From: "Tony Panzica"
Date: Wed, 27 May 2009 11:28:43 -0400
To: <tjoyce@local310.com>
Subject:
Terry,

I discussed the issue we talked about for the revisions to Article I, Section 4, page 3. Elliott Azoff has reviewed this and suggests we leave the sentence we agreed to (There shall be no site specific PLA's) and add this sentence "It is agreed and understood this

5/28/2009

provision will not impact existing PLA's, but will be applied prospectively to all future PLA's." He believes this will accomplish what Joyce discussed with you. Please let me know if you concur. Thanks.....Tony

Tony Panzica - P.E. - President/CEO
Direct Dial: 440-449-4110
Cell: 216-469-1421
tonyp@panzica.com

Panzica Companies
739 Beta Drive
Mayfield Village, Oh 44143
www.panzica.com

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This message has been scanned for viruses and dangerous content by N2Net Mailshield, and is believed to be clean.

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This message has been scanned for viruses and dangerous content by N2Net Mailshield, and is believed to be clean.

5/28/2009

John Porada

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5/28/2009

LOCAL 18 POD_050198

Building Laborers' Union Local No. 310/CEA

Code of Conduct

"Promoting Pride in Craftsmanship and Customer Satisfaction"

Introduction

The purpose of Code of Conduct is to stimulate our members pride in craftsmanship and customer satisfaction.

Fostering membership pride in our laborers is key to our survival. To achieve this goal our Local Union Officers, Contractors, CEA and individual contractors must implement this Code of Conduct immediately, uphold it strictly, and apply it consistently and equitably. The result will be to increase our members self-worth, bolster quality craftsmanship, improve working conditions, leverage higher wages and benefits, and create increasing work opportunities for our members. It will also benefit our contractors by increasing their productivity, ensuring timely job completions, keeping projects within (or under) budget, and providing them with reliable, quality craftsmanship.

To be successful, the Code of Conduct must have the full support of all parties at all levels. The Union, CEA and individual contractors must wholeheartedly dedicate themselves to this task by "setting the standard" and acting as role models for the membership and all employees.

Contractor's Responsibilities

Our signatory contractors have a responsibility to manage their jobs efficiently as well as our members who work on their jobs. This task will be accomplished by adhering to their responsibilities under the Code, including:

- Addressing ineffective superintendents, general foreman, and foreman.
- Ensuring proper job layout and scheduling to minimize downtime.
- Ensuring the proper storage of contractor tools.
- Ensuring the appropriate number of employees are on the jobsite to perform the work efficiently, economically, and safely.
- Providing the necessary leadership and training skills for jobsite leaders to eliminate problems.
- Cooperate and communicate with the Laborer's Union.
- Ensuring that the proper types and quantities of tools and materials are available on the site to facilitate speedy progress.
- Ensuring that jobsite leaders take responsibility for mistakes created by management and rectify them expeditiously.
- Eliminating unsafe working conditions and ensuring that the proper safety training, equipment, and materials are used.
- Ensuring that superintendents and foreman are well informed about craft jurisdiction and area work practices.
- Promote harmony on the job between crafts by respecting and enforcing established jurisdiction and work practices.
- It shall be the employer's responsibility whenever a union member or management employee has violated the Code of Conduct to report such violations immediately by providing the responsible Local Union with a letter detailing the alleged violation(s) and the circumstances surrounding.

Dispute Resolution Mechanism

Both the Building Laborers' Union Local No. 310 and the signatory contractors have obligations respecting the resolution of disputes. In the early stages of a dispute, our Local Unions must actively facilitate dialogue between its members and the contractors. Similarly, contractors should promptly address any and all problems and issues of concern as they arise. If these initial remedial actions of the Local Union and contractor fail to resolve the matter, the parties will pursue their respective remedies under the collective agreement(s).

D
A
T

Unit center properties 18544 18

Operative Plasterers' and Cement Masons'
International Association of United States and Canada



Code of Conduct

***"Promoting Pride in Craftsmanship
and Customer Satisfaction"***

John J. Dougherty, General President
Patrick D. Finley, General Secretary Treasurer

14405 Laurel Place, Suite 300, Laurel, MD 20707
Phone: (301) 470-4200 Fax: (301) 470-2502

Responsibilities under the Code

Both the union and contractor have responsibilities under the Code. For the Code to be mutually beneficial, both parties must take their respective duties seriously, and communicate with the other party constructively and on a consistent basis.

Local Union Responsibilities

The Business Manager and Business Agents are responsible for communicating the OPCMIA Code of Conduct to all members, and ensuring they are fully compliant.


To achieve the goals of the Code, the Business Manager and Business Agents shall ensure that:

- **Members shall apply their knowledge, skills, and experience diligently on the job.**
- **Members shall make every effort to upgrade their skills on a regular basis.**
- **Members, especially those with extensive experiences in the trade, shall convey their knowledge and skills of cement masonry and plastering to their colleagues to strengthen the overall value of the OPCMIA's workmanship as well as encourage teamwork.**
- **Members meet their responsibility to their fellow workmates and contractors by arriving on time fit for work.**
- **Members strictly adhere to break times and lunch periods allowed in their contract(s) and agreement(s).**
- **Members bring the necessary tools as established on the tool list, and ensure they are in proper working order prior to arriving on the job.**
- **Members abide by the zero tolerance policy for substance abuse.**
- **Members perform consistently productive work, keep idle time to a minimum, and make every effort to eliminate unnecessary disruptions on the job.**
- **Members respect the property of the customer, and are fully aware that graffiti and other forms of destruction are not tolerated.**

- Ensuring proper job layout to minimize downtime.
- Ensuring the proper storage of contractor as well as employee tools.
- Ensuring the appropriate number of employees are on the jobsite to perform the work efficiently, economically, and safely.
- Providing the necessary leadership and training skills for jobsite leaders to eliminate problems.
- Ensuring that the proper types and quantities of tools and materials are available on the site to facilitate speedy progress.
- Ensuring that jobsite leaders take responsibility for mistakes created by management and rectify them expeditiously.
- Eliminating unsafe working conditions and ensuring that the proper safety training, equipment, and methods are used.
- It shall be the employer's responsibility whenever a member has violated the Code of Conduct to report such violations immediately by providing the responsible Local Union with a letter detailing the alleged violation(s) and the circumstances surrounding.

Dispute Resolution Mechanism

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 Personal Harmony
 on the job between
 crafts by
 respecting and
 enforcing established
 jurisdiction and
 work practices

M 22

Management Counter-Proposal to M/11 (cell phones and pagers) – Add new article – Labor and Management jointly acknowledge the need to increase market share and endorse the Operative Plasterers' and Cement Masons' International Association of the United States and Canada's new Code of Conduct which promotes pride in craftsmanship, customer satisfaction and professional conduct and those items delineated within.

M. D. DeLuca
For Management 4/21/06

Doniel J. Allen
For Labor 4/21/06

**Building Laborers Local # 310
Joint Labor/Management Negotiation Committee Meeting**

**Construction Employers Association Board Room
Brooklyn Heights, Ohio**

Monday, May 4, 2009

Those in attendance included:

Management

Anthony Panzica, Chairman
Richard DiGeronimo
Mac Donley
Rick Semersky
David Giorgi
John Porada

Building Laborers Local 310

John Kilbane, Chairman
Terence Joyce
John Horton
Mark Rosborough
Mike Kearney
Kevin Clegg
Sebastian Trusso

Mr. Kilbane called the meeting to order at 8:40 a.m.

Mr. Kilbane noted two changes to the April 30, 2009 Meeting Minutes as follows:

1. Page 2 - Mr. Kilbane's comment when asked by Mr. Panzica if an MOU was as binding as a CBA. Mr. Kilbane stated he didn't know. Remove the words "assumed it is, but he's not an attorney".
2. Page 2 - Remove the phrase from what Mr. Joyce comment: "UCIP didn't work and Saw Mill Creek was OK".

A motion was made, seconded and unanimously agreed to accept the Meeting Minutes of April 30, 2009 with the above corrections.

A motion was made, seconded and unanimously agreed to accept the Meeting Minutes of May 1, 2009 as presented.

Mr. Kilbane noted that the union provided the last economic offer and that management should reply.

Mr. Panzica suggested to caucus at this time.

Both parties agreed to caucus at 8:45 a.m.

Mr. Panzica and Mr. Rick Semersky met with Mr. Kilbane and Mr. Joyce in a separate meeting room.

Management presented a new proposal:

May 5, 2009 - Freeze
May 1, 2010 - \$.20 per hour increase
May 1, 2011 - Wage re-opener

Accept Saturday make-up day language

Mr. Kilbane provided the union's economic proposal:

1. NO to management's Saturday make-up day proposal.
2. Three year agreement:
 - ♦ May 5, 2009 - \$1.25
 - ♦ May 1, 2010 - \$1.25
 - ♦ May 1, 2011 - \$1.25

Residential-\$.50 per hour per year for three years (Need re-allocation language).

Mr. Panzica, Mr. Semersky, Mr. Kilbane and Mr. Joyce met again in a separate room with no progress.

Laborers Local # 310 committee left the building at 11: 25 a.m.

Respectfully submitted,



John Porada
Executive Vice President

Laborers Joint Labor/Management Negotiation Meeting
Wednesday, April 29, 2009

CEA Board Room
Brooklyn Heights, Ohio
8:30 PM

SIGN-IN SHEET

Name	Union/Management
<i>P. Mark Kurlough</i>	<i>Laborers 310</i>
<i>Sebastian T. Trossen</i>	<i>" 310 "</i>
<i>John O. Hickey</i>	<i>Laborers 310</i>
<i>Steve T. Hickey</i>	<i>Local 310</i>
<i>[Signature]</i>	<i>310</i>
<i>Michael J. King</i>	<i>310</i>
<i>[Signature]</i>	<i>310</i>
<i>Tom Darty</i>	<i>CEA/CCA</i>
<i>DAVID GIORSI</i>	<i>CEA/ISCA</i>
<i>Rick Semersky</i>	<i>CEA/MCA</i>
<i>TONY PANZICA</i>	<i>CEA</i>
<i>JOHN PORAPA</i>	<i>CEA</i>
<i>RICH D. CORONADO</i>	<i>"</i>

Building Laborers # 310 Joint Labor/Management Negotiation Meeting

8:30 a.m., Thursday, April 30, 2009

**Construction Employers Association
Brooklyn Heights, Ohio**

SIGN-IN SHEET

Name	Affiliation
K. Mark Redaugh	Laborers 310
Sebastian Truesd	"310"
John O. Henry Jr	Laborers 310
Steve T. Vukobrat	" "
Tom Flynn	310
Michael J. King	310
Mike S. S.	310
Tom Dowling	CCA/CEA
David Giordani	CEA/ISCA
Rick Semorsky	CEA/MCA
Tony Panzica	CEA
John Porada	CEA
Rich D. Greenwood	LI

**Building Laborers Local # 310
Joint Labor/Management Negotiation Committee Meeting**

**Construction Employers Association Board Room
Brooklyn Heights, Ohio**

Friday, May 1, 2009

Those in attendance included:

Management

Anthony Panzica, Chairman
Richard DiGeronimo
Mac Donley
Rick Semersky
David Giorgi
John Porada

Building Laborers Local 310

John Kilbane, Chairman
Terence Joyce
John Horton
Mark Rosborough
Mike Kearney
Kevin Clegg
Sebastian Trusso

Both parties agreed to negotiate with a subcommittee of two management and two union representatives in a separate meeting room. Meeting began at 11:00 a.m.

Laborers Local 310 presented a revised edition of the Steward Guidelines for management review.

Management reviewed the Steward Guidelines and made a few recommended changes of which the Union agreed to after their review and minor adjustments.

Both parties agreed to sign off on the Building Laborers Local Union # 310 Steward Guidelines dated June 16, 1997 as revised on April 30, 2009.

Laborers Local 310 offered an economic proposal as follows:

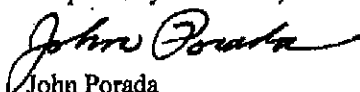
1. Four year contract at \$1.30 per year
2. Residential at \$.55 per hour – 4 years (Need for re-allocation language)
3. Management Proposal # 3 – No
4. Management Proposal # 4 – No

The management committee asked if the Union would prefer to invite a Federal Mediator to assist in the negotiations. Union stated they would not be interested in Federal Mediation.

After several lengthy discussions between both parties it was decided to extend the agreement for one additional day, Monday, May 4, 2009 with no retroactivity. An Extension Agreement was signed by both parties.

Next meeting is scheduled at 8:30 a.m., Monday, May 4, 2009 at the CEA board room.

Respectfully submitted,



John Porada
Executive Vice President

**Building Laborers Local # 310
Joint Labor/Management Negotiation Committee Meeting**

**Construction Employers Association Board Room
Brooklyn Heights, Ohio**

Friday, May 1, 2009

Those in attendance included:

Management

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Richard DiGeronimo
Mac Donley
Rick Semersky
David Giorgi
John Porada

Building Laborers Local 310

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Both parties agreed to sign off on the Building Laborers Local Union # 310 Steward Guidelines dated June 16, 1997 as revised on April 30, 2009.

Laborers Local 310 offered an economic proposal as follows:

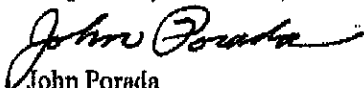
1. Four year contract at \$1.30 per year
2. Residential at \$.55 per hour - 4 years (Need for re-allocation language)
3. Management Proposal # 3 - No
4. Management Proposal # 4 - No

The management committee asked if the Union would prefer to invite a Federal Mediator to assist in the negotiations. Union stated they would not be interested in Federal Mediation.

After several lengthy discussions between both parties it was decided to extend the agreement for one additional day, Monday, May 4, 2009 with no retroactivity. An Extension Agreement was signed by both parties.

Next meeting is scheduled at 8:30 a.m., Monday, May 4, 2009 at the CEA board room.

Respectfully submitted,



John Porada
Executive Vice President

Building Laborers # 310 Joint Labor/Management Negotiation Meeting

11:00 a.m., Friday, May 1, 2009

**Construction Employers Association
Brooklyn Heights, Ohio**

SIGN-IN SHEET

Name	Affiliation
W. Mark Ralston	Labors 310
Salvatore Trusso	"310"
John O. Harte	310
Pat T. Hyland	310
Michael J. King	310
Blair	310

**Building Laborers Local # 310
Joint Labor/Management Negotiation Committee Meeting**

**Construction Employers Association Board Room
Brooklyn Heights, Ohio
Thursday, April 30, 2009**

Those in attendance included:

Management

Anthony Panzica, Chairman
Richard DiGeronimo
Mac Donley
Rick Semersky
David Giorgi
John Porada

Building Laborers Local 310

John Kilbane, Chairman
Terence Joyce
John Horton
Mark Rosborough
Mike Kearney
Kevin Clegg
Sebastian Trusso

Mr. Kilbane, chairman for this meeting, called the meeting to order at 8:55 a.m.

Mr. Joyce noted that management proposal 21 was take off the list of proposals. Mr. Porada noted that 21 were dropped off the management list.

A motion was made, seconded and unanimously approved the Meeting Minutes of April 29, 2009.

Mr. Panzica asked if we should schedule another meeting.

Mr. Kilbane said that we could hold off for now.

Mr. Panzica listed the remaining items that need to be discussed namely: PLA, Code of Conduct, Salary Continuation, Saturday Make-up Day, Steward Clause and Economic issues.

Mr. Kilbane said the Code of Conduct needs to go through Washington.

Mr. Panzica thought we could agreed to Code of Conduct language contingent on Washington approval.

Mr. Kilbane this would need to be looked at legally.

Discussion followed on Project Labor Agreements.

Mr. Kilbane noted that Owners may not want contractors at the table to discuss PLA's.

Mr. Donley said we need to be informed that changes the CBA and needs to be shared with the associations.

Mr. Kilbane said Loree Soggs does not want the associations to be excluded.

Mr. Panzica said other unions have approved PLA language and we can call Azoff during the caucus. Mr. Panzica also noted that the Art Museum signed a Tri-Parti meetings at the union hall. It's a three legged stool with the owner, labor and management -- all working together.

Mr. Kilbane stated he will not put it in the book, however a MOU would work.

Mr. Panzica asked if an MOU was as binding as CBA.

Mr. Kilbane assumed it is, but he's not an attorney.

Mr. Panzica said we will call Azoff at caucus on the PLA counter-proposal.

Mr. Kilbane will review the Code of Conduct.

Mr. Panzica said that management will also review the Code of Conduct in caucus.

Mr. Panzica asked about Salary Continuation and the elimination of H & W.

Mr. Kilbane noted the union prefers to keep H & W and it was contingent on agreeing on Salary Continuation.

Mr. Panzica said management will withdraw Proposal # 9 (Salary Continuation language).

Mr. Panzica said that leaves us with economic conditions and said he met this morning with the CEA Labor Steering Committee and needs to obtain some relief on the Steward Clause and Saturday Make-up day language in order to present an economic proposal.

Mr. Kilbane noted that that union did pool the members last night and they were not in favor of a Saturday Make-up day. Management has a 4 day- 10 hour schedule with a make-up day and should be used. This issue could drive a wedge in the union.

Mr. Panzica noted that the industry needs the Saturday Make-up Day for productivity purposes and 4 - 10's don't always work. Electricians can shut off the power after 8 hours is a good example. And the extra 2 hours on a 10 hour day is not very productive.

Mr. Kilbane said he called other unions and said that employers don't even use it.

Mr. Joyce said the Steward issue and Saturday Make-up Day won't fly. UCIP didn't work and Saw Mill Creek was OK. I've been to Europe and 4 -10's do work.

Mr. Panzica said owners want to know why workers are not working on Saturday. If 4 -10's and rains on a Friday -- can you work on Saturday at straight time.

Mr. Kilbane said No.

Mr. Donley suggested that the union consider Saturday Make-up day for a one year trial period.

Mr. Kilbane said we can talk for 8 hours and will get you no where. It was mentioned back in the 70's so let's move on. We need to make progress.

Both parties agreed to caucus at 9:30 a.m.
Meeting reconvened at 10:15 a.m.

Mr. Giorgi said that other unions have signed the PLA language presented to them and distributed a copy to the union.

Mr. Kilbane read the PLA Agreement and said it might be OK if you remove the last sentence.

Mr. Giorgi noted that Sue Gragel did agree to the PLA language.

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A length discussion followed on the PLA issue.

Mr. Donley thanked the union for preparing some language regarding the Code of Conduct so quickly. He questioned several issue area work practices, members abiding by current substance abuse policy and others.

Mr. Kilbane said the union will review

Mr. Panzica asked the union if they had a written response to management's economic proposal.

Discussion followed as you who would present their economic proposals.

Both parties agreed to caucus at 10:40 a.m.

Laborers Local 310 Economic Proposal:

- ♦ Proposal # 8 -- change to read \$40.00
- ♦ Proposal # 9 -- change to read \$7.00
- ♦ Proposal #10- change to read \$.70 (Residential Rate)
- ♦ Proposal # 11 -- Four Year Agreement
 - 2009 \$1.50
 - 2010 \$1.50
 - 2011 \$1.50
 - 2012 \$1.50

Management Economic Proposal:

Three (3) contract duration: May 1, 2009 to April 30, 2012

- ♦ May 1, 2009 -- 5% wage deduction
- ♦ May 1, 2010 and May 1, 2011 -- Wage re-opener
- ♦ Accept revised management proposal # 3
- ♦ Accept management proposal # 4

Counter to Labor # 8 \$30.00

Counter to Labor #9 \$ 5.00

Counter to Labor # 10 - Keep same in current CBA language

Laborers Local 310 Proposal:

Four (4) year contract: May 1, 2009 thru April 30, 2013

- ◆ Revise Laborers Proposal # 8 – Change to one hour total package – cash, paid separately
- ◆ Proposal # 9 – Change to \$6.00 parking
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 - May 1, 2009 - \$1.45
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 - May 1, 2011 - \$1.45
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No on Management's # 3 & 4.

Management Proposal:

Two (2) year duration: May 1, 2009 to April 30, 2011

- May 1, 2009 - \$1.15 wage reduction
- May 1, 2010 – Wage Re-opener

Accept revised Management Proposal # 3

Accept Management Proposal # 4

Counter to Labor # 8 - \$35.00

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Counter to Labor # 10 – Keep same language in CBA.

Labor Proposal:

Proposal # 8 Labor Accepts \$35.00 show-up time

Counter to Labor # 9 Accepts \$5.50 parking

Counter to Labor # 10 - \$.60 per hour. Need \$.60 per hour, but need the re-allocation language as presented.

Proposal – Four (4) year contract

- ◆ May 1, 2009 - \$1.40
- ◆ May 1, 2010 - \$1.40
- ◆ May 1, 2011 - \$1.40
- ◆ May 1, 2012 - \$1.40

Management Proposal # 3 – No

Management Proposal # 4 – No

Management Proposal:

Two (2) year duration: May 1, 2009 to April 30, 2011

- May 1, 2009 - \$1.10 wage reduction
- May 1, 2010 – Wage Re-opener

Accept revised Management Proposal # 3

Accept Management Proposal # 4

Labor # 10 – Keep same language in CBA.

Management # 11 – Same \$35.00 show up as accepted Labor # 8

Labor Proposal:

4 year contract - \$1.35 per year

#9 - Done

#10 - \$.55 Must have re-allocation language

Management #11 - Labor Accepts

Management No to Management #3

Management No to Management #4

Management Proposal:

Two (2) year proposal: May 1, 2009 to April 30, 2011

Year one - \$1.05 wage reduction

Year two - Wage re-opener

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Laborers #10 - Keep current CBA language

Code of Conduct sentence was accepted by both parties: "The Union agrees that the Local 310/CEA Code of Conduct will be incorporated by reference into the Collective Bargaining Agreement subject to review and approval by the Laborers International Union of North America".

A subcommittee met several times to see if an agreement could be reached.

Management provided a Bundled Proposal of which the Union Rejected:

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Steward Guidelines revised as of April 30, 2009 were presented.

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Management verbally suggested a One Year Freeze with current conditions: Also Union Rejected.

Both parties agreed to continue one additional day of negotiation 11:00 a.m., May 1, 2009. Both parties signed an agreement for the one day extension with no retroactive pay.

Meetings adjourned at 5:45 p.m.

Respectfully submitted,



John Porada

CEA Executive Vice President

**Building Laborers Local # 310
Joint Labor/Management Negotiation Committee Meeting**

**Construction Employers Association Board Room
Brooklyn Heights, Ohio
Thursday, April 30, 2009**

Those in attendance included:

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Richard DiGeronimo
Mac Donley
Rick Semersky
David Giorgi
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Building Laborers Local 310

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Counter to Labor # 10 - \$.60 per hour. Need \$.60 per hour, but need the re-allocation language as presented.

Proposal -- Four (4) year contract

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- ♦ May 1, 2010 - \$1.40
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Management Proposal # 3 -- No

Management Proposal # 4 -- No

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4 year contract - \$1.35 per year

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Management #11 - Labor Accepts

Management No to Management #3

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Management Proposal:

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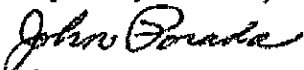
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Meetings adjourned at 5:45 p.m.

Respectfully submitted,



John Porada

CEA Executive Vice President

**Building Laborers Local # 310
Joint Labor/Management Negotiation Committee Meeting**

**Construction Employers Association Board Room
Brooklyn Heights, Ohio
Wednesday, April 29, 2009**

Those in attendance included:

Management

Anthony Panzica, Chairman
Richard DiGeronimo
Mac Donley
Rick Semersky
David Giorgi
John Porada

Building Laborers Local 310

John Kilbane, Chairman
Terence Joyce
John Horton
Mark Rosborough
Mike Kearney
Kevin Clegg
Sebastian Trusso

Mr. Panzica, chairman for this meeting, called the meeting to order at 8:40 a.m.

A motion was made, seconded and unanimously approved to accept the April 28, 2009 Meeting Minutes as presented.

Mr. Panzica reaffirmed the schedule meeting set for 8:30 a.m., Thursday, April 30, 2009.

Mr. Panzica noted a Cleveland Plain Dealer article and gave his perspective.

General discussion followed regarding Project Labor Agreements, University Hospital agreement and local minority and female contractor's involvement in the PLA that are negotiated by union labor.

LABORERS 310 PROPOSALS	STATUS
Proposal 1 – Five (5) year agreement May 1, 2009 to April 30, 2014.	No discussion
Proposal 2, Article I, Section 4 – Change to read: This agreement shall bind all subcontractors working for an Employer upon whom this Agreement is binding. The Employer agrees that neither it nor any of its subcontractors on the site will subcontract any work covered by this Agreement that is to be done at the site of any job to which this Agreement is applicable except to a person, firm or corporation bound by the terms of this Agreement.	Panzica asked if the union had an opportunity to review proposal # 2 in regard to add the wording "site specific". Kilbane noted he needs clarification from counsel to review, but doesn't see a problem. Both Parties Agreed to Laborers Counter-Proposal. See attached.
Proposal 3, Article III, Section 7, Para. 1 – Change to read: Contractors signatory to this Agreement will ensure that subcontractors to	Panzica suggested pulling off the table. Kilbane noted the union sends letters by

<p>whom work is let will be bonded or become bonded in accordance with this section.</p>	<p>certified mail and asking for a reply in 30 days. Panzica noted we need a time period to resolve the bonding issue. Owners are asking Panzica and probably other contractors to cut costs by 20%.</p> <p>Kilbane noted two letters have been sent already with a 30 day turn-around. Grievance procedure will start.</p> <p>May need a memorandum of understanding for items like: ADR, PLA, Bonding and Steward Guidelines.</p> <p>Panzica stated as least a footnote on a MOU.</p> <p>Panzica asked how to get the bonding issue settled. Negotiated cash bond and pay weekly may be the solution.</p> <p>Donley noted the contractors need a Performance Bond and if they can get that they surely can obtain a wage/welfare bond.</p> <p>Additional general discussion followed.</p>
<p><u>Proposal 4. Jurisdiction</u> – Change language to read: Cleaning and clearing of all debris generated by all trades, including wire brushing of windows, scraping of floors, removal of surplus materials from all fixtures within the confines of structure and cleaning of all debris in building and construction area.</p>	<p>Management's position is NO.</p> <p>Union Withdrew Proposal # 4</p>
<p><u>Counter - Proposal 5. Wrecking and Recycling</u> – Add new language to read after the words when not salvageable or when scrap, or when recycled and leaving the site, shall be done by Laborers, including handling and sorting of all recyclable material and transport to recycling containers or palletizing of materials, pursuant to LEED (Leadership in Energy and Environmental Design) or similar guidelines. The wetting down of all debris in the process of demolition will be done by the Laborers.</p> <p><u>First sentence of original Proposal # 5:</u> The removal, handling and sorting of all</p>	<p>Panzica said he has a problem with the LEED issue and wants to leave the language as it is in the CBA.</p> <p>Kilbane would like to keep the language.</p> <p>Donley questioned how it would affect the carpet guys?</p> <p>Kilbane said he was sorry to mention the carpet guys and that was just one example. There are a lot more items involved.</p> <p>It was suggested to add recyclable <u>demolition materials</u></p>

<p>recyclable material and transporting it to recycling containers or palletizing it shall be the work of the Laborers.</p>	<p>Panzica questioned palletizing -- is it overlapping a jurisdictional issue?</p> <p>Kilbane & Horton both noted Laborers are doing it now -- it's the method of moving something.</p> <p>Donley said it appears doing it now is a gray area.</p> <p>Kilbane noted it is a product of demolition.</p> <p>Semersky stated proposal # 5 needs some language to be cleared up.</p> <p>Both parties agreed to Laborers Counter-proposal</p> <p>See attached.</p>
<p><u>Proposal 6, Fringe Benefit Funds Section 2-8</u> Add new language: For the remainder of this contract any additional Diversion of "Wage Increase to Fringe Benefit Program" will be communicated to C.E.A. and signatory contractors and published annually in the Building Laborers' Local No. 310 "Scale of Wages".</p>	<p>Both parties agreed to revised proposal 6.</p> <p>Signed copy attached.</p>
<p><u>Proposal 7, Article XVIII</u> -- Duplication of Language. Eliminate old language: Joint Labor-Management Uniform Drug/Alcohol Abuse Program. The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. The Contractors and the Union have a commitment to protect people and property, and to provide a safe working environment. The purpose of the program is to establish and maintain a drug-free, alcohol free, safe healthy work environment for all of its employees. For details regarding this program, contact the Business Manager or the Association.</p>	<p>Union Withdrew this proposal 7.</p>
<p><u>Proposal 8, Article III Section 5</u> -- Change language to read: When an employee reports to work and is not allowed to start work</p>	<p>Economic issue</p>

<p>because of inclement weather and has not been notified before reporting to the job he shall be paid Forty-five Dollars (\$45.00) travel expense.</p> <p>The employee must remain on the job for one (1) hour ready to work in order to qualify. If the Laborer is instructed to remain after nine o'clock (9:00) A.M. or if he starts work at any time then the Forty-five Dollars (\$45.00) travel expense is waived and the 2-4-6-8 provision shall apply.</p>	
<p>Proposal 9, Article III Section 18 – change language to read: "Employees shall be paid actual parking expenses incurred, up to eight dollars (\$8.00) per day per Employee, provided that transportation is not provided; or there is no free parking available within one-half (1/2) mile of the job site and provided further that the Employee presents a valid parking receipt."</p>	Economic issue
<p>Proposal 10, Article VI Rates of Pay – Change language to read: Residential Rate: Re-allocate the wage: participation in SUB Fund, Health and Welfare Fund, Training and Upgrading Fund and Annuity. Hourly increase \$0.75 per hour.</p>	Economic issue.
<p>Proposal 11, Wages : May 1st, 2009 \$2.00 per hour May 1st, 2010 \$2.00 per hour May 1st, 2011 \$2.00 per hour May 1st, 2012 \$2.00 per hour May 1st, 2013 \$2.00 per hour</p>	Economic issue

There was considerable discussion about substance abuse program. Various comments made:

- ◆ Panzica noted that the CISAP program is not consistent with what we are doing.
- ◆ Vehicles are not in place currently, but will be ready.
- ◆ Joyce noted that CEA needs to get back into UCIP. CEA representative can attend the Substance Abuse Program subcommittee meetings and need not join UCIP.
- ◆ Panzica noted there is a question as to who pays for what? If an audit occurred – may have a problem. Why is CISP paying for drug testing?
- ◆ Kilbane noted the drug program is operating well. CEA is welcome to have input. It would be great if we had one agreement for the entire industry.
- ◆ Semersky stated the substance abuse handout yesterday was a housekeeping issue. This may not be the forum to talk about the drug program – we have more important issues to talk discuss.

Mr. Panzica distributed separate sheets and reviewed Management Proposals as follows:

Management Proposals Reviewed:	
MANAGEMENT'S PROPOSALS	STATUS
1. <u>Contract Duration:</u> To be determined.	Skip for now.
2. <u>Monetary Settlement:</u> To be determined.	Skip for now.
3. <u>Change Article III, Working Conditions, Section 16A and B Steward Clause to read:</u> The Business Manager, will select a working Steward from the contractor's crew when the job first starts. Working Stewards are required to have five (5) years of building laborer experience, have a 30-hour OSHA certified card, have taken a First Aid/CPR class in the last two years, and have a current drug-free card or is electronically listed on-line as eligible having taken a negative substance abuse test.	Mr. Panzica noted two important issues need to be discussed the Steward Clause and Saturday Make-up Day. Mr. Panzica noted that a survey was done in surrounding locals and that most Steward language is very similar, but different from Local 310 in that the Steward is specifically appointed from the hall. Kilbane noted he is not interested in changing the Steward Clause. Steward clause still open for discussion
4. <u>Saturday Make-Up Day:</u> Saturday shall be paid at one and one-half (1-½) times the straight-time hourly rate. In the event of lost time Monday through Friday, Saturday may be worked at straight-time to make-up the lost time. When an employee reports to work and is not allowed to start work because of inclement weather and has not been notified before reporting to the job he shall be paid Twenty Dollars (\$20.00) travel expense. If an Employee is called out on Saturday, and starts to work, he shall receive a minimum of four (4) hours of work, but must remain on the job for one (1) hour ready to work in order to qualify.	Panzica also noted that Saturday Make-up Day is important to the industry and the Owners often question why contractors are not working on Saturday, especially if work was delayed to due bad weather. Kilbane said No to Saturday make-up Day. Panzica suggested the union reconsider Saturday make-up day possibly seasonal language or even a one-year trial period. Kilbane said he is not interested, but will consider anything. Panzica said it is in the best interests of the owners and they continually are concerned about not working when days were lost.
5. <u>Pension Contributions:</u> The above contribution rate is intended to represent the Employer's total hourly cost for providing all pension benefits during the term of this agreement. If the above Plan requires any contributions, which includes surcharges, that are in excess of this amount, or, if the Pension Plan fails to meet the minimum contribution requirements established by law, resulting in the imposition of an excise tax, the hourly	Panzica said management will withdraw proposal # 5 if union will accept management proposal 12 with the deletion of last sentence. Kilbane said the union will present a counter-proposal on management # 12. Panzica noted in management's # 12; the word actuary should be included in the language -- who is the governing authority.

package shall be immediately reduced by an equivalent amount.	Both parties agreed to drop management proposal # 5 and accept Laborer's Counter-Proposal. See attached.
6. <u>Management Rights Counter-Proposal:</u> The operation of the job and the direction of the working forces, including the right to hire, suspend and discharge for proper cause, and the right to relieve employees from duty because of lack of work, or for other legitimate reasons is vested exclusively in the Employer, except to the extent modified by a specific provision of this Agreement, the Union recognizes that the Employer reserves and retains, solely and exclusively, all of its inherent rights to manage its business.	Both parties agreed to Laborer's Counter-proposal to management rights. See attached.
7. <u>Bonding Requirements:</u> Add - "No bond, no men." Add New Provision - The union will be responsible for any delinquent fringe benefits payment to the funds if the union fails to obtain an appropriate bond as required by the collective bargaining agreement. The union shall furnish CEA a list of all signatory employers and a list of those who have provided a Wage & Fringe Benefit Bond.	Both parties agreed to withdraw management # 7 and Union # 3.
8. <u>Overtime After 40 Hours & 1 ½ for All Overtime:</u> Overtime will apply to all work performed in excess of forty (40) hours per week. It shall be paid at the rate of time and one-half (1-1/2) the hourly rate for hours worked. All work performed on Sundays and the observed holidays shall be paid at time and one-half (1 ½) times the straight time rate.	Management Withdrew Proposal # 8
9. <u>Salary Continuation</u> - Omit payment to Health & Welfare when paid by Salary Continuation.	Kilbane said NO to proposal 9. Kilbane noted that the union needs to continue H & W for salary continuation. Workers will lose their health care benefits. Require 250 hours /quarter to qualify - 1,000 hours/year. Panzica noted that management could stop payments after worker accumulates 250 hours/quarter. Kilbane said NO keep it as is.
10. <u>Project Labor Agreements</u> - The Union and CEA agree that both parties must fully participate in all discussions and negotiations regarding project labor agreements (PLA). It is	Kilbane presented and read a new counter-proposal that will promote language. Terry Joyce is president of the Building Trades and has influence in PLA participation.

agreed that both parties will have an equal vote as to whether or not to participate in the project labor agreement. The Union and CEA must mutually agree to be bound by the PLA prior to either party becoming signatory to the PLA. Failure to do so will nullify the offending party's participation.

Panzica said that management will caucus on the new counter-proposal.

Panzica asked why can't we put PLA language in the CBA and the union support it.

Kilbane said he appreciates management's concern and will work with us to achieve management goals. It may take a legal opinion, but don't want it in the agreement,

Giorgi said possibly the proposal should be an MOU.

Kilbane said the union can not agree to place PLA language in the CBA. Needs to be worked out with the Building Trades and Associations. It needs to be legally acceptable.

Panzica noted is it legal for a PLA to be negotiated between labor and owner without contractors at the table?

Joyce noted that's why it's called a "Project Labor Agreement".

Giorgi asked the union if issues affect management concerns will we be contacted?

Horton said, we will e-mail you.

Kilbane said PLA's are securing union jobs for union employers and owners want their jobs done on time without work stoppages.

Joyce said the city wanted UH to put \$1 million for non-union contractors.

Donley said we want the unions to be successful, don't want to be non-union, but want to be a participant at the table.

Panzica noted the Carpenters, Elevator Constructors and Plumbers all have side letters.

Kilbane said Loree Soggs have continually stated that management needs to be a participant in PLA's that affect contractor issues. He also noted that he will look into a

	MOU this evening, but will not place language in the CBA.
<p>11. <u>Option to Work Four (4) ten (10) hour Days:</u> Add – When an employee reports to work and is not allowed to start work because of inclement weather and has not been notified before reporting to the job he shall be paid Twenty Dollars (\$20.00) travel expense. If an employee is called out on Friday, and starts to work, he shall receive a minimum of four (4) hours of work, but must remain on the job for one (1) hour ready to work in order to qualify.</p>	Economic issue.
<p>12. <u>Any Agreed upon Annual Increase:</u> Shall first be allocated to any amount determined by the Welfare Fund's actuary to be actuarially needed to fund health and welfare benefits at no greater than their current levels, and next to any amount determined by the Pension Fund actuary to be actuarially needed to fund the pension fund at its no greater than its current benefit level. Any balance will be allocated for wages. For the duration of this Agreement, all monies currently designated to be paid to the Annuity Fund shall be diverted to the Pension Fund.</p>	<p>Panzica noted this proposal was already revisited.</p> <p>See attached agreed proposal.</p>
<p>13. <u>Amend the Construction Industry Substance Abuse Program (CISAP) -</u> It is mutually agreed by all parties that the Construction Industry Substance Abuse Program (CISAP) is the preferred substance abuse program under this agreement. The CISP industry funds for drug testing will not be used for testing outside the CISAP policy. It is understood by all parties that any drug or alcohol policy or program required by a customer (Owner, General Contractor, Construction Manager) or a Signatory Employer must be adhered to. If the requirements of said policy or program exceed the CISAP program the parties will comply with the customer or employer request.</p> <p>Include provision for massive random substance abuse testing on the jobsite, eliminating drug free cards and providing computer on-line eligibility lists of those who have a negative test.</p>	Management will withdraw proposal 13
14. <u>Alternate Dispute Resolution:</u> If during	Both parties agreed to ADR language.

the term of this Agreement, the Ohio legislature authorizes ADR programs in the Ohio Workers Compensation laws, the parties agree to meet and negotiate in good faith a program consistent with the legislation.	Copy attached.
15. <u>PERSONAL cell phones, including texting and personal pagers:</u> Except in the case of emergencies, the use of personal pagers, iPods, cellular telephones and other electronic devices shall be prohibited during work hours. The use of the above stated items shall be restricted to recognized break times. The abuse or misuse of the above stated devices shall be cause for dismissal.	Panzica said this could be considered in the Code of Conduct along with proposal 18. Proposal 15 to be reviewed in Code of Conduct
16. <u>Owner Requests:</u> If requested by an Owner, the Union agrees to supply local residents, minorities and females in the numbers requested by the Owner.	Both parties agreed to Union Proposal # 16 Copy attached.
17. <u>Fringe Benefit Funds:</u> - All benefits shall be paid on hours worked basis.	Kilbane said NO
18. <u>New Proposal:</u> Employees shall at all times conduct themselves in a professional manner on the job site. Employees shall report to work garbed in clothing and shoes that are work appropriate. The Employer may provide its Code of Conduct at the jobsite to Employees when they first report to work.	Mr. Kilbane distributed several other unions' Code of Conduct language. Porada distributed the Iron Workers Code of Excellence language. Kilbane noted Laborers would need time to review the varlous Codes of Conduct. Giorgi discussed the Plasterers Cod of Conduct language. Donley said this is basic language, not burdensome and can include substance abuse. Kilbane noted he does not want to jump into it and was hoping the International would have something. Kilbane also noted he will take the Plasterers language back this evening and adopt or discuss it further.
19. <u>New Proposal:</u> Omitted from 2001-2005 contract - Article III, Section 3. Restore language to read: If the employee's pay is mailed within a twenty-four (24) hour period, the post mark will govern.	Management withdrew proposal 19.

20. New Proposal: Article X, Construction Industry Service Program, Para. 1 (C): Change to Read: Payment of expenses for the improvement of safety and health practices and substance abuse testing in the Construction Industry in the in Greater Cleveland area.	Both parties agreed to proposal 20 with changes made. Copy attached. Proposal 20 withdrawn.
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Both parties agreed to caucus at 10:05 a.m., hopefully in ½ hour.
 Meeting reconvened 10:55 a.m.

Mr. Panzica reviewed those union and management items both parties agreed to and signed the separate sheets accordingly.

Also, it was reviewed as to what items were still open for discussion.

Additional comments were made after the caucus and are so noted in green lettering above.

Panzica reviewed the proposals still remaining:

- ♦ PLA
- ♦ Code of Conduct
- ♦ Salary Continuation
- ♦ Saturday make-up Day
- ♦ Steward Clause
- ♦ Economic Issues

Both parties agreed to adjourn at 12:25 p.m.

Respectfully submitted, .


 John Porada

LABORERS LOCAL #310 COUNTERPROPOSAL

April 29, 2009

Amended Proposal #5

Wrecking and Recycling. The wrecking, cutting, burning, dismantling of partial or complete structures such as furnaces, boilers, stoves, gash washers, dust-catchers, stacks, precipitator, power house, slat pt. and etc. All hooking and unhooking, signaling when materials for salvage or scrap are removed by power or all other means.

The demolition of all asbestos, buildings, factories, etc. All loading and unloading of materials carried away from the site of wrecking. In all remodeling and renovation, the wrecking, dismantling and partial wrecking of all fixtures, counters, partitions, walls, floors, flooring, shelves, etc. when not salvageable or when scrap, *or when recycled and permanently leaving the site*, shall be done by the Laborers. The wetting down of all debris in the process of demolition will be done by the Laborers.

Management:


Tony Panzica, Chair

Date

4/29/09

Union:


John Kilbane, Chair

Date

4/29/09

LABORERS LOCAL #310 PROPOSAL #6

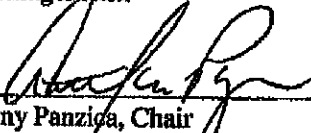
April 29, 2009

Article VII Fringe Benefit Funds Section 2 thru Section 8

Add new language:

For the remainder of this contract any additional wage allocation of "Wage Increase to Fringe Benefit Program" will be reviewed and approved by C.E.A. and signatory contractors and published annually in the Building Laborers' Local No. 310 "Scale of Wages".

Management:


Tony Panzica, Chair

4/29/09
Date

Union:


John Kilbane, Chair

4/29/09
Date

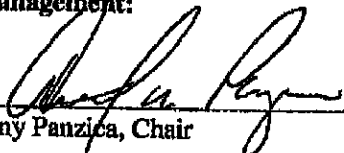
LABORERS LOCAL #310 COUNTERPROPOSAL

April 29, 2009

Counterproposal to Management Proposal #6 (Management Rights)

Except as otherwise provided in this Agreement, the direction of the workforce, including the right to hire, suspend, discharge for just and proper cause and to lay off employees for lack of work or other legitimate reasons is vested exclusively in the Employer.

Management:


Tony Panzica, Chair

4/29/09
Date

Union:


John Kilbane, Chair

4/29/09
Date

LABORERS LOCAL #310 COUNTERPROPOSAL

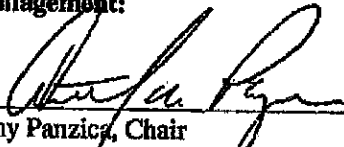
April 29, 2009

Counterproposal to Management Proposal #12

Subject to withdrawal of Management Proposal #5, the Union will agree to add the following to Article VII, Section 9 of the current agreement:

"For any agreed upon wage increase, the funding needs as determined by the actuary and board of trustees of the fringe benefit funds defined in Article VII will be allocated first, with the balance of any wage increase to be allocated by the Union."

Management:


Tony Panzica, Chair

4/29/09
Date

Union:


John Kilbane, Chair

4/29/09
Date

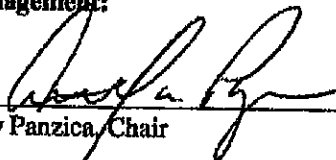
LABORERS LOCAL #310 COUNTERPROPOSAL

April 29, 2009

Article 1, Section 4 add verbiage to end.

... amounts still owing to the subcontractor by the Employer. There shall be no site specific agreements.

Management:


Tony Panzica, Chair

4/29/09
Date

Union:


Joan Kilbane, Chair


4/29/09
Date

Management Proposal 14:
Not Currently in the Agreement

Alternate Dispute Resolution: If during the term of this Agreement, the Ohio legislature authorizes ADR programs in the Ohio Workers Compensation laws, the parties agree to meet and negotiate in good faith a program consistent with the legislation.

BOTH PARTIES AGREED TO THIS PROPOSAL

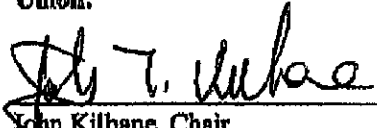
Management:



Tony Panzica, Chair

4/28/09
Date

Union:



John Kilbane, Chair

4/28/09
Date

LABORERS LOCAL #310 COUNTERPROPOSAL

April 29, 2009

Counterproposal to Management Proposal #16

Add Paragraph relating to "Owner Requests" to Article I, Section 6 as follows: "If requested by or on behalf of an Owner, with the request made in writing and supported by a copy of the legislation, ordinance or other official document setting goals for workforce participation on a project, the Union will refer local residents, minorities and females in proportion to the goals established for the project provided that all categories of employees and crafts working for the Employer at the project equitably participate in efforts to achieve the goals."

Management:


Tony Panzica, Chair

Date

4/29/09

Union:


Joan Kilbane, Chair

Date

4/29/09

**Building Laborers Local # 310
Joint Labor/Management Negotiation Committee Meeting**

**Construction Employers Association Board Room
Brooklyn Heights, Ohio
Tuesday, April 28, 2009**

Those in attendance included:

Management

Anthony Panzica, Chairman
Richard DiGeronimo
Mac Donley
Rick Semersky
David Giorgi
John Porada

Building Laborers Local 310

John Kilbane, Chairman
Terence Joyce
John Horton
Mark Rosborough
Mike Kearney
Kevin Clegg
Sebastian Trusso

Mr. Kilbane, chairman for this meeting, called the meeting to order at 8:45 a.m.

Mr. Kilbane noted that four items need corrected on the April 15, 2009 Meeting Minutes namely:

- ♦ Page 2 - Mr. Kilbane wanted to emphasis that no money was allocated in the Pension Plan because of the PPA and that money would be allocated in May 2009.
- ♦ Page 5 - It was noted that Mr. Trusso believes other trades have November to March for Saturday make-up day.
- ♦ And Union wanted to clarify "NO" to Saturday Make-up Day.
- ♦ Page 6, Item 10 - Union noted that PLA's need to be discussed in a broader form with the Building Trades.

A motion was made, seconded and unanimously approved to accept the April 15, 2009 Meeting Minutes with the above corrections so noted.

Mr. Kilbane said he would like to reflect from the last meeting and noted that the contract expires in a couple of days.

LABORERS 310 PROPOSALS	STATUS
Proposal 1 - Five (5) year agreement May 1, 2009 to April 30, 2014.	No discussion
Proposal 2, Article I, Section 4 - Change to read: This agreement shall bind all subcontractors working for an Employer upon whom this Agreement is binding. The Employer agrees that neither it nor any of its subcontractors on the site will subcontract any work covered by this Agreement that is to be done at the site of any job to which this Agreement is applicable except to a person, firm or corporation bound by the terms of this Agreement.	Mr. Kilbane read the Carpenters Subcontractor language: "The Employer agrees that it will not enter into subcontracts for any work covered by this Agreement to be done on any site of construction, alteration or repair of a building, structure or other work with any Employer who does not have a signed Agreement with the Union". Mr. Panzica questioned the words "at the site of any job" on Union proposal # 2. Also, after

	<p>some discussion Mr. Panzica said that management will discuss in caucus.</p> <p>Panzica noted union should consider "site specific" for proposal # 2.</p> <p>Union will review.</p>
<p><u>Proposal 3, Article III, Section 7, Para. 1</u> – Change to read: Contractors signatory to this Agreement will ensure that subcontractors to whom work is let will be bonded or become bonded in accordance with this section.</p>	<p>Mr. Kilbane noted that a joint venture maybe needed and that Sue Gragel and Elliot Azoff need to discuss the bonding issue. It was also noted that contractors need to help with obtaining bonds and need to ask subcontractors if they are bonded.</p> <p>Mr. Panzica noted that both the union and management benefit if a contractor is bonded and can pay its fringe benefits. Bonds are the safest way – it's like an insurance policy. It's a simple concept – "No bond, No Men".</p> <p>Mr. Kilbane stated that he will not sign any future contractor who does not obtain a bond.</p> <p>Mr. Donley noted a grievance should be filed. If a bond is good for us, it should be good for others.</p> <p>Mr. Joyce said the Union will never get 100% of contractors bonded.</p> <p>Mr. Kilbane noted the Union is looking for help from the contractors.</p> <p>Mr. Panzica noted the contract is not being enforced by the Union.</p> <p>Mr. Kilbane said we are enforcing it.</p> <p>Mr. Panzica said that management is trying to protect the funds, even good contractors could go bad. Bonds are cheap. It's like car and house insurance – you need it.</p> <p>Again, Mr. Kilbane noted the Sue and Elliot need to prepare a letter in that contractors must post a bond.</p> <p>Mr. Giorgi requested a list of contractors who</p>

	<p>don't currently have a bond.</p> <p>Mr. Kilbane noted this needs to be a joint effort and both of us need to caucus on this issue. Mr. Kilbane also stated that 325 active contractors in the last 24 months - maybe 60% are bonded, maybe 10 contractors work under the NMAPC agreement and maybe 100 employers are not bonded. Kilbane said two (2) letters have been sent in the last two years and noted a grievance can be filed.</p> <p>Panzica noted management will withdraw management # 7 if union withdraws union proposal # 3</p> <p>No decision reached.</p>
<p><u>Proposal 4. Jurisdiction</u> - Change language to read: Cleaning and clearing of all debris generated by all trades, including wire brushing of windows, scraping of floors, removal of surplus materials from all fixtures within the confines of structure and cleaning of all debris in building and construction area.</p>	<p>Management's position is NO.</p> <p>Panzica said NO to Proposal # 4</p>
<p><u>Counter - Proposal 5. Wrecking and Recycling</u> - Add new language to read after the words when not salvageable or when scrap, or when recycled and leaving the site, shall be done by Laborers, including handling and sorting of all recyclable material and transport to recycling containers or palletizing of materials, pursuant to LEED (Leadership in Energy and Environmental Design) or similar guidelines. The wetting down of all debris in the process of demolition will be done by the Laborers.</p> <p><u>First sentence of original Proposal # 5:</u> The removal, handling and sorting of all recyclable material and transporting it to recycling containers or palletizing it shall be the work of the Laborers.</p>	<p>Mr. Kilbane distributed the Union's counter-proposal on wrecking and recycling.</p> <p>Both parties had a lengthy discussion:</p> <ul style="list-style-type: none"> ♦ Not everything thrown in the dumpster is one thing, but separated materials, bundled, saved or recycled is another thing. ♦ Example: carpet squares recycled, sheet metal, crates for glazing materials, on pallets or banded. ♦ If re-used on site or off-site like counter tops. ♦ If permanently leaving the job site? <p>Mr. Kilbane noted he wanted to preclude arguments down the road. Construction debris leaving the job site is demolition.</p> <p>Mr. Panzica gave the example that pipe can be reused.</p> <p>Mr. Joyce said not wrecking or recycling debris that comes down.</p> <p>Mr. Panzica noted that the LEED guidelines</p>

	<p>are huge and continue to change.</p> <p>Mr. Panzica said that recycling is a big issue here Mr. Kilbane said yes.</p> <p>Mr. Panzica stated to leave the book the way it is – we believe you have the language already.</p> <p>Panzica said LEED book is big and can not agree because it continues to change.</p> <p>Kilbane said to keep first sentence and omit the rest to Union Proposal # 5.</p> <p>Management will review union's counter proposal.</p>
<p><u>Proposal 6, Fringe Benefit Funds Section 2-8</u> Add new language: For the remainder of this contract any additional Diversion of "Wage Increase to Fringe Benefit Program" will be communicated to C.E.A. and signatory contractors and published annually in the Building Laborers' Local No. 310 "Scale of Wages".</p>	<p>Mr. Kilbane noted the union would not like to continue issuance of wage information with stickers. The union will give a 60 day advance notice.</p> <p>Mr. Panzica said wage allocations need to be reviewed and approved by CEA.</p> <p>Mr. Kilbane said he would agree to that.</p> <p>Both parties agreed to accept Union Proposal # 6 noting that CEA will be notified of wage increases and fringe adjustments in lieu of the union issuing stickers.</p> <p>Discussion followed on the word diversion vs. wage allocation. Mr. Kilbane note diversion is what monies may be needed from wages to fringe benefits.</p> <p>Management Agreed to Union Proposal # 6 and change diversion to "wage allocation".</p>
<p><u>Proposal 7, Article XVIII</u> – Duplication of Language. Eliminate old language: Joint Labor-Management Uniform Drug/Alcohol Abuse Program. The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. The Contractors and the Union have a commitment to protect people and property, and to provide a safe working environment. The purpose of the</p>	<p>Mr. Panzica noted the union withdrew this proposal.</p> <p>Union Withdrew this Proposal.</p>

program is to establish and maintain a drug-free, alcohol free, safe healthy work environment for all of its employees. For details regarding this program, contact the Business Manager or the Association.	
<p>Proposal 8, Article III Section 5 -- Change language to read: When an employee reports to work and is not allowed to start work because of inclement weather and has not been notified before reporting to the job he shall be paid Forty-five Dollars (\$45.00) travel expense.</p> <p>The employee must remain on the job for one (1) hour ready to work in order to qualify. If the Laborer is instructed to remain after nine o'clock (9:00) A.M. or if he starts work at any time then the Forty-five Dollars (\$45.00) travel expense is waived and the 2-4-6-8 provision shall apply.</p>	<p>Economic issue</p> <p>Economic issue</p>
<p>Proposal 9, Article III Section 18 -- change language to read: "Employees shall be paid actual parking expenses incurred, up to eight dollars (\$8.00) per day per Employee, provided that transportation is not provided; or there is no free parking available within one-half (1/2) mile of the job site and provided further that the Employee presents a valid parking receipt."</p>	<p>Economic issue</p> <p>Economic issue</p>
<p>Proposal 10, Article VI Rates of Pay -- Change language to read: Residential Rate: Re-allocate the wage: participation in SUB Fund, Health and Welfare Fund, Training and Upgrading Fund and Annuity. Hourly increase \$0.75 per hour.</p>	<p>Economic issue.</p> <p>Economic issue</p>
<p>Proposal 11, Wages : May 1st, 2009 \$2.00 per hour May 1st, 2010 \$2.00 per hour May 1st, 2011 \$2.00 per hour May 1st, 2012 \$2.00 per hour May 1st, 2013 \$2.00 per hour</p>	<p>Economic issue</p> <p>Economic issue</p>

Mr. Panzica distributed separate sheets and reviewed Management Proposals as follows:

Management Proposals Reviewed:	
MANAGEMENT'S PROPOSALS	STATUS
1. Contract Duration: To be determined.	Skip for now. Skip for now
2. Monetary Settlement: To be determined.	Skip for now. Skip for now

<p>3. <u>Change Article III, Working Conditions.</u> <u>Section 16A and B Steward Clause to read:</u> The Business Manager, will select a working Steward from the contractors crew when the job first starts. Working Stewards are required to have five (5) years of building laborer experience, have a 30-hour OSHA certified card, have taken a First Aid/CPR class in the last two years, and have a current drug-free card or is electronically listed on-line as eligible having taken a negative substance abuse test.</p>	<p>Panzica removed the words "and the Employer" from the proposal.</p> <p>Kilbane noted the union will work with management on this. Superintendent's should also have a CPR and Drug-free card and on electronic data.</p> <p>Kilbane said the union will not agree. 20 year employee with a contractor may not like what they have to say. There are important functions for Steward.</p> <p>Panzica noted this is a big deal for management. Contractors have no say on selection of the Steward. Some Stewards cause problems on the job or don't perform any work.</p> <p>Kilbane noted to let him know if you are having a problem with the Stewards .</p> <p>Joyce noted the employer has the option to notify the union if there is a Steward problem.</p> <p>DiGeronimo stated Stewards not in total love with the guys and he has never had a problem with 860 Stewards.</p> <p>Kilbane said to resort to the guidelines. If a Steward is not productive or a detriment he will look into it. Stewards are not sent out to disrupt the job.</p> <p>DiGeronimo asked is the Steward supposed to work?</p> <p>Kilbane said absolutely, but he must also have time to do his union duties. A working Steward is valuable to the union.</p>
<p>4. <u>Saturday Make-Up Day:</u> Saturday shall be paid at one and one-half (1-½) times the straight-time hourly rate. In the event of lost time Monday through Friday, Saturday may be worked at straight-time to make-up the lost time. When an employee reports to work and is not allowed to start work because of inclement weather and has not been notified before reporting to the job he shall be paid</p>	<p>Kilbane said NO.</p> <p>Management wants to hold.</p>

Twenty Dollars (\$20.00) travel expense. If an Employee is called out on Saturday, and starts to work, he shall receive a minimum of four (4) hours of work, but must remain on the job for one (1) hour ready to work in order to qualify.	
5. Pension Contributions: The above contribution rate is intended to represent the Employer's total hourly cost for providing all pension benefits during the term of this agreement. If the above Plan requires any contributions, which includes surcharges, that are in excess of this amount, or, if the Pension Plan fails to meet the minimum contribution requirements established by law, resulting in the imposition of an excise tax, the hourly package shall be immediately reduced by an equivalent amount.	<p>Management prefers to hold</p> <p>Management will withdraw proposal # 5 if union will accept management proposal 12 with the deletion of last sentence.</p> <p>Kilbane noted the union will look into it.</p>
6. Management Rights Counter-Proposal: The operation of the job and the direction of the working forces, including the right to hire, suspend and discharge for proper cause, and the right to relieve employees from duty because of lack of work, or for other legitimate reasons is vested exclusively in the Employer, except to the extent modified by a specific provision of this Agreement, the Union recognizes that the Employer reserves and retains, solely and exclusively, all of its inherent rights to manage its business.	<p>Panzica noted management is providing a counter-proposal regarding Management Rights.</p> <p>Kilbane said he will look into management proposal 6.</p>
7. Bonding Requirements: Add - "No bond, no men." Add New Provision - The union will be responsible for any delinquent fringe benefits payment to the funds if the union fails to obtain an appropriate bond as required by the collective bargaining agreement. The union shall furnish CEA a list of all signatory employers and a list of those who have provided a Wage & Fringe Benefit Bond.	<p>Kilbane gave the union's bonding proposal.</p> <p>Panzica said management will withdraw management proposal 7, if union withdraws union proposal 3</p> <p>Both parties agreed to withdraw management # 7 and Union # 3.</p>
8. Overtime After 40 Hours & 1 ½ for All Overtime: Overtime will apply to all work performed in excess of forty (40) hours per week. It shall be paid at the rate of time and one-half (1-1/2) the hourly rate for hours worked. All work performed on Sundays and the observed holidays shall be paid at time and one-half (1 ½) times the straight time rate.	<p>Management Withdrew Proposal # 8</p> <p>Already Withdrawn</p>
9. Salary Continuation - Omit payment to Health & Welfare when paid by Salary Continuation.	Kilbane said he agreed with the ADR language and noted that more employers are using light duty. Union position is NO.

	Kilbane said NO to proposal 9
<p>10. <u>Project Labor Agreements</u> - The Union and CEA agree that both parties must fully participate in all discussions and negotiations regarding project labor agreements (PLA). It is agreed that both parties will have an equal vote as to whether or not to participate in the project labor agreement. The Union and CEA must mutually agree to be bound by the PLA prior to either party becoming signatory to the PLA. Failure to do so will nullify the offending party's participation.</p>	<p>Kilbane noted the Building Trades need to be involved as well as other associations.</p> <p>Kilbane stated the union does not object to consult with management on management issues.</p> <p>Panzica stated that other unions have already agreed to PLA language.</p> <p>Joyce said shame on them.</p> <p>Lengthy discussion followed and Kilbane stated he does not want to have this in the CBA, but will agree to discuss with Building Trades and could have an addendum.</p> <p>Also, PLA's need to be approved by the International.</p> <p>Kilbane would like to know who has agreed to put it in the CBA.</p>
<p>11. <u>Option to Work Four (4) ten (10) hour Days:</u> Add - When an employee reports to work and is not allowed to start work because of inclement weather and has not been notified before reporting to the job he shall be paid Twenty Dollars (\$20.00) travel expense. If an employee is called out on Friday, and starts to work, he shall receive a minimum of four (4) hours of work, but must remain on the job for one (1) hour ready to work in order to qualify.</p>	<p>Kilbane noted this is fine, but money for travel expense still needs to be determined.</p> <p>Economic issue</p>
<p>12. <u>Any Agreed upon Annual Increase:</u> Shall first be allocated to any amount determined by the Welfare Fund's actuary to be actuarially needed to fund health and welfare benefits at no greater than their current levels, and next to any amount determined by the Pension Fund actuary to be actuarially needed to fund the pension fund at its no greater than its current benefit level. Any balance will be allocated for wages. For the duration of this Agreement, all monies currently designated to be paid to the Annuity Fund shall be diverted to the Pension Fund.</p>	<p>Panzica said management will agree to remove the last sentence.</p> <p>Kilbane noted economics is an issue.</p> <p>Management would like to hold</p>
<p>13. <u>Amend the Construction Industry Substance Abuse Program (CISAP)</u> -</p>	<p>Kilbane stated the union prefers to keep the program/policy the way it is.</p>

<p>It is mutually agreed by all parties that the Construction Industry Substance Abuse Program (CISAP) is the preferred substance abuse program under this agreement. The CISAP industry funds for drug testing will not be used for testing outside the CISAP policy. It is understood by all parties that any drug or alcohol policy or program required by a customer (Owner, General Contractor, Construction Manager) or a Signatory Employer must be adhered to. If the requirements of said policy or program exceed the CISAP program the parties will comply with the customer or employer request.</p> <p>Include provision for massive random substance abuse testing on the jobsite, eliminating drug free cards and providing computer on-line eligibility lists of those who have a negative test.</p>	<p>Kilbane would like to standardize the CISAP drug program in the industry.</p> <p>Kilbane will run pass the attorney for review.</p>
<p>14. <u>Alternate Dispute Resolution:</u> If during the term of this Agreement, the Ohio legislature authorizes ADR programs in the Ohio Workers Compensation laws, the parties agree to meet and negotiate in good faith a program consistent with the legislation.</p>	<p>Both parties agreed to ADR language.</p> <p>Already Agreed to.</p>
<p>15. <u>PERSONAL cell phones, including texting and personal pagers:</u> Except in the case of emergencies, the use of personal pagers, iPods, cellular telephones and other electronic devices shall be prohibited during work hours. The use of the above stated items shall be restricted to recognized break times. The abuse or misuse of the above stated devices shall be cause for dismissal.</p>	<p>Kilbane said this is a job management issue and can be considered in the Code of Conduct.</p> <p>Management prefers to hold</p>
<p>16. <u>Owner Requests:</u> If requested by an Owner, the Union agrees to supply local residents, minorities and females in the numbers requested by the Owner.</p>	<p>Kilbane said management needs to give the union new language of this.</p> <p>Both parties agreed to Union Proposal # 16</p>
<p>17. <u>Fringe Benefit Funds:</u> – All benefits shall be paid on hours worked basis.</p>	<p>Kilbane said NO</p> <p>Kilbane again said NO</p>
<p>18. <u>New Proposal:</u> Employees shall at all times conduct themselves in a professional manner on the job site. Employees shall report to work garbed in clothing and shoes that are work appropriate. The Employer may provide its Code of Conduct at the jobsite to Employees when they first report to work.</p>	<p>Panzica distributed a Code of Conduct that the union could consider.</p> <p>Kilbane noted it looks elementary and that the union will review other union's Code of Conduct language.</p>
<p>19. <u>New Proposal:</u> Omitted from 2001-2005</p>	<p>Management withdrew proposal 19.</p>

contract – Article III, Section 3. Restore language to read: If the employee's pay is mailed within a twenty-four (24) hour period, the post mark will govern.	Proposal 19 Withdrawn
20. <u>New Proposal</u> : Article X, Construction Industry Service Program, Para. 1 (C): Change to Read: Payment of expenses for the improvement of safety and health practices and substance abuse testing in the Construction Industry in the in Greater Cleveland area.	Both parties agreed to proposal 20 with changes made. Both parties agreed to # 20 previously
21. <u>New Proposal</u> : Article XVIII, Change name <u>Union Construction Industry Substance Abuse Program to Construction Industry Service Program Substance Abuse Policy</u>	Management withdrew proposal 21. Proposal 21 Withdrawn

Both parties agreed to caucus at 9:55 a.m.
Meeting reconvened 11:00 a.m.

Mr. Kilbane suggested to throw out all the proposals and talk economics. The drug program should be off the table. Bricklayers and Carpenters have a different program and we need to be standardized.

Mr. Porada noted that the Bricklayer, Carpenters, Boilermakers with MOST, Ironworkers with IMPACT and Operating Engineers with a zero tolerance include several different substance abuse programs.

Mr. Panzica suggested to schedule additional meetings: It was agreed to meet at 8:30 a.m. on Wednesday, April 29 and 8:30 a.m. on Thursday, April 30, 2009.

Additional comments were made after the caucus and are so noted in blue lettering above.

Both parties agreed to adjourn at 12:30 p.m.

Respectfully submitted,

John Porada

Building Laborers # 310 Joint Labor/Management Negotiation Meeting

8:30 a.m., Tuesday, April 28, 2009

**Construction Employers Association
Brooklyn Heights, Ohio**

SIGN-IN SHEET

Name	Affiliation
<i>K. Mark Robernough</i>	<i>Laborers 310</i>
<i>Sebastian Truero</i>	<i>"310"</i>
<i>John O. Hinch</i>	<i>Local 310</i>
<i>Pat T. Mulvan</i>	<i>" "</i>
<i>Wm P. Joyce</i>	<i>310</i>
<i>Michael King</i>	<i>310</i>
<i>K. Klose</i>	<i>310</i>
<i>Tom Donley</i>	<i>CEA/CCA</i>
<i>David Groggi</i>	<i>CEA/ISCA</i>
<i>Rick Semersky</i>	<i>CEA/MCA</i>
<i>Tony Panzica</i>	<i>CEA</i>
<i>JOHN PORRICK</i>	<i>CEA</i>
<i>RICK DILFERONCO</i>	<i>CEA</i>

**BUILDING LABORERS # 310
NEGOTIATION COMMITTEE MEETING
Wednesday, April 15, 2009**

CEA Board Room
Brooklyn Heights, Ohio
12:30 PM

SIGN-IN SHEET

Name	Company
<u>B. Mark Ralovich</u>	<u>Local 310</u>
<u>Sebastian Torres</u>	<u>"310"</u>
<u>John O. Hohn</u>	<u>Local 310</u>
<u>Joe T. Wilk</u>	<u>Local 310</u>
<u>Tom P. Jones</u>	<u>Local 310</u>
<u>Michael King</u>	<u>Local 310</u>
<u>[Signature]</u>	<u>Local 310</u>
<u>RICH D. CERONINO</u>	<u>END EYE CEA</u>
<u>JOHN PORADA</u>	<u>CEA</u>
<u>MAN DA-17</u>	<u>CEA/CCA</u>
<u>DAVID GIGLI</u>	<u>CEA/ISCA</u>
<u>Rick Semersley</u>	<u>CEA/MCA</u>
<u>TONY PANZICA</u>	<u>CEA</u>

**Building Laborers Local # 310
Joint Labor/Management Negotiation Committee Meeting**

**Construction Employers Association Board Room,
Brooklyn Heights, Ohio**

Wednesday, April 15, 2009

Those in attendance included:

Management

Anthony Panzica, Chairman
Richard DiGeronimo
Mac Donley
Rick Semersky
David Giorgi
John Porada

Building Laborers Local 310

John Kilbane, Chairman
Terence Joyce
John Horton
Mark Rosborough
Mike Kearney
Kevin Clegg
Sebastian Trusso

Mr. Panzica, chairman for this meeting, called the meeting to order at 12:35 p.m.

Next meeting is confirmed to be held on Tuesday, April 28 at 8:30 a.m. at CEA.

Mr. Kilbane noted that two items need corrected on the April 14, 2009 Meeting Minutes namely: Item # 4 - Mr. Kilbane wanted to insert that Saturday make-up day is highly conditional with other trades and Item # 14 - Mr. Kilbane wanted the second sentence deleted that said: "Kilbane said the union is agreeable to a drug-free program and that most trades use the CISAP program".

There was some general discussion about the meeting minutes. Mr. Porada noted that the union is permitted to take their own meeting minutes.

Mr. Kilbane noted the union is taking their own notes.

A motion was made to approve the April 14, 2009 Meeting Minutes with the above corrections. Motion was seconded and unanimously approved.

Mr. Kilbane said, that management's economic proposal was insulting and shocking. Issues facing the union are pension, health and welfare and cost of living. Workers average hours are 1,350 per year. Don't want song and dance and suggest that management caucus and review their economic proposal. It is unacceptable, regressive and insulting.

Mr. Panzica noted what about the \$2, \$2, \$2, \$2, \$2. Owners are asking for cut backs, not raises.

Mr. Donley asked if the union has read the newspapers recently. The economy is down, wages are being cut or frozen and even employers are freezing wages and laying off hourly and salary employees.

Mr. Kilbane said other trades have done better with reasonable raises. Owners like Bart Wolstein don't have a problem with labor rates, bank financing is the owner's problems. Suggest that management caucus.

Mr. Panzica said wages and working conditions go together. We need to consider the economics to be competitive.

Mr. Kilbane said management proposals are fluff and throw away items. This is the third time I'm asking for a caucus among ourselves.

Both parties agreed to caucus at 1:05 p.m.
Meeting reconvened at 1:10 p.m.

Mr. Panzica said that some progress on the proposals needs to be considered in order to make any adjustment on the economic proposals. There are under-funding issues with the pension plan and there are other forces at work.

Mr. Kilbane noted that the state does not audit non-union contractors on prevailing wage jobs. Twenty two state inspectors on prevailing wage. Seventeen audit child labor and minimum wage, while only five inspectors audit prevailing wage. Cutting wages in a down economy with issues with the pension plan doesn't make sense.

Mr. Panzica said that management has a conference call today with an attorney on the pension issue.

Mr. Kilbane noted that the Pension Protection Plan is an emerging law and continues to make changes. Also, if no agreement is reached by April 30 this will affect the rehabilitation plan. We need to have an acceptable agreement.

Mr. Panzica noted we are all in agreement and want a fair and reasonable agreement with a meeting of the minds.

Mr. Kilbane the union is not keeping up with inflation since 2003 and putting most the money in the pension plan. No money was put in the pension plan in 2008, due to not much money in the wage package.

General discussion followed on Building Laborers man-hours. CISP hours reported versus actual hours presented by Mr. Kilbane.

The following proposals were reviewed with comments made:

Laborers Local # 310 Proposals Reviewed:	
LABORERS 310 PROPOSALS	STATUS
Proposal 1 – Five (5) year agreement May 1, 2009 to April 30, 2014.	No discussion
Proposal 2, Article I, Section 4 -- Change to read: This agreement shall bind all subcontractors working for an Employer upon whom this Agreement is binding. The Employer agrees that neither it nor any of its subcontractors on the site will subcontract any	Panzica said no to proposal # 2 and stated that the union already has a subcontractor clause in the contract – Article I, Section 4. Porada read the section. Kilbane noted its not the same language.

work covered by this Agreement that is to be done at the site of any job to which this Agreement is applicable except to a person, firm or corporation bound by the terms of this Agreement.	
<u>Proposal 3, Article III, Section 7, Para. 1</u> – Change to read: Contactors signatory to this Agreement will ensure that subcontractors to whom work is let will be bonded or become bonded in accordance with this section.	<p>Panzica distributed and read management's counter proposal on bonding.</p> <p>Kilbane said the last sentence is illegal, but is generally agreeable, but needs to review further.</p>
<u>Proposal 4, Jurisdiction</u> – Change language to read: Cleaning and clearing of all debris generated by all trades, including wire brushing of windows, scraping of floors, removal of surplus materials from all fixtures within the confines of structure and cleaning of all debris in building and construction area.	Panzica – skip over this item for now.
<u>Proposal 5, Wrecking</u> – Add new language to read: The removal, handling and sorting of all recyclable material and transporting it to recycling containers or palletizing it shall be the work of the Laborers. The removal, sorting and handling of recyclable materials as required under Leadership in Energy and Environmental Design (LEED) guidelines or any other similar standard or guidelines, and the transporting of same to recycling containers or pallets shall be the work of the Laborers.	<p>Panzica said the union was to come back with new language on this proposal.</p> <p>Kilbane said the union language is not available today.</p>
<u>Proposal 6, Fringe Benefit Funds Section 2-8</u> Add new language: For the remainder of this contract any additional Diversion of "Wage Increase to Fringe Benefit Program" will be communicated to C.E.A. and signatory contractors and published annually in the Building Laborers' Local No. 310 "Scale of Wages".	Panzica said this proposal to be reviewed with CEA Executive Director.
<u>Proposal 7, Article XVIII</u> – Duplication of Language. Eliminate old language: Joint Labor-Management Uniform Drug/Alcohol Abuse Program. The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. The Contractors and the Union have a commitment to protect people and property, and to provide a safe working environment. The purpose of the program is to establish and maintain a drug-free, alcohol free, safe healthy work	Panzica noted the union withdrew this proposal.

environment for all of its employees. For details regarding this program, contact the Business Manager or the Association.	
<p>Proposal 8, Article III Section 5 – Change language to read: When an employee reports to work and is not allowed to start work because of inclement weather and has not been notified before reporting to the job he shall be paid Forty-five Dollars (\$45.00) travel expense.</p> <p>The employee must remain on the job for one (1) hour ready to work in order to qualify. If the Laborer is instructed to remain after nine o'clock (9:00) A.M. or if he starts work at any time then the Forty-five Dollars (\$45.00) travel expense is waived and the 2-4-6-8 provision shall apply.</p>	No on proposal 8.
<p>Proposal 9, Article III Section 18 – change language to read: "Employees shall be paid actual parking expenses incurred, up to eight dollars (\$8.00) per day per Employee, provided that transportation is not provided; or there is no free parking available within one-half (1/2) mile of the job site and provided further that the Employee presents a valid parking receipt."</p>	No on proposal 9.
<p>Proposal 10, Article VI Rates of Pay – Change language to read: Residential Rate: Re-allocate the wage: participation in SUB Fund, Health and Welfare Fund, Training and Upgrading Fund and Annuity. Hourly increase \$0.75 per hour.</p>	<p>Panzica questioned the purpose of this proposal.</p> <p>Kilbane said the union wants to separate the \$.75 per hour added to the gross rate. Residential wages are \$17.23 and \$3.75 for H & W. Residential workers don't participate in H & W, Training & Upgrading and annuity. The PLA in Bainbridge addresses that.</p>
<p>Proposal 11, Wages : May 1st, 2009 \$2.00 per hour May 1st, 2010 \$2.00 per hour May 1st, 2011 \$2.00 per hour May 1st, 2012 \$2.00 per hour May 1st, 2013 \$2.00 per hour</p>	No on proposal 11.

Mr. Panzica distributed and read Management Proposals as follows:

Management Proposals Reviewed:	
MANAGEMENT'S PROPOSALS	STATUS
1. Contract Duration: To be determined.	Skip for now.
2. Monetary Settlement: To be determined.	Skip for now.

<p>3. <u>Change Article III. Working Conditions, Section 16A and B Steward Clause to read:</u> The Business Manager and the Employer, will select a working Steward from the contractors crew when the job first starts. Working Stewards are required to have five (5) years of building laborer experience, have a 30-hour OSHA certified card, have taken a First Aid/CPR class in the last two years, and have a current drug-free card or is electronically listed on-line as eligible having taken a negative substance abuse test.</p>	<p>Panzica said management will remove the words "and the Employer" from the proposal.</p> <p>Kilbane said No, union will not agree and noted that a side letter has relief already given.</p>
<p>4. <u>Saturday Make-Up Day:</u> Saturday shall be paid at one and one-half (1-½) times the straight-time hourly rate. In the event of lost time Monday through Friday, Saturday may be worked at straight-time to make-up the lost time. When an employee reports to work and is not allowed to start work because of inclement weather and has not been notified before reporting to the job he shall be paid Twenty Dollars (\$20.00) travel expense. If an Employee is called out on Saturday, and starts to work, he shall receive a minimum of four (4) hours of work, but must remain on the job for one (1) hour ready to work in order to qualify.</p>	<p>Panzica asked if the union would be agreeable to a seasonal make-up day and management would be agreeable to increase the travel expense to \$30.00.</p> <p>Trusso said November to March.</p> <p>Panzica noted some trades have that language.</p> <p>Kilbane said No to the suggested changes.</p>
<p>5. <u>Pension Contributions:</u> The above contribution rate is intended to represent the Employer's total hourly cost for providing all pension benefits during the term of this agreement. If the above Plan requires any contributions, which includes surcharges, that are in excess of this amount, or, if the Pension Plan fails to meet the minimum contribution requirements established by law, resulting in the imposition of an excise tax, the hourly package shall be immediately reduced by an equivalent amount.</p>	<p>Proposal tabled.</p>
<p>6. <u>Management Rights:</u> The employer shall have full right to direct the progress of the work and to exercise all functions and control, including, but not limited to, the selection of the kind of materials, supplies, or equipment used in the execution of the work, the determination of the competency and qualifications of his employees, and the right to discharge any employee for any just and sufficient cause, provided, however, that no employee shall be discriminated against.</p>	<p>Kilbane said he does not understand why materials, supplies and equipment are in the proposal. Does not want to get into equipment and jurisdiction issues for example the Bobcat.</p> <p>Panzica said management will review and provide proper wording, if necessary.</p>

<p>7. <u>Bonding Requirements:</u> Add - "No bond, no men." Add New Provision - The union will be responsible for any delinquent fringe benefits payment to the funds if the union fails to obtain an appropriate bond as required by the collective bargaining agreement. The union shall furnish CEA a list of all signatory employers and a list of those who have provided a Wage & Fringe Benefit Bond.</p>	<p>Panzica provided new language on bonding.</p> <p>Kilbane not in agreement with last sentence, but will review.</p>
<p>8. <u>Overtime After 40 Hours & 1 ½ for All Overtime:</u> Overtime will apply to all work performed in excess of forty (40) hours per week. It shall be paid at the rate of time and one-half (1-1/2) the hourly rate for hours worked. All work performed on Sundays and the observed holidays shall be paid at time and one-half (1 ½) times the straight time rate.</p>	<p>Panzica said management will revise this proposal providing double time on Sundays and Holidays.</p> <p>Kilbane said No.</p>
<p>9. <u>Salary Continuation</u> - Omit payment to Health & Welfare when paid by Salary Continuation.</p>	<p>Skip for now.</p>
<p>10. <u>Project Labor Agreements</u> - The Union and CEA agree that both parties must fully participate in all discussions and negotiations regarding project labor agreements (PLA). It is agreed that both parties will have an equal vote as to whether or not to participate in the project labor agreement. The Union and CEA must mutually agree to be bound by the PLA prior to either party becoming signatory to the PLA. Failure to do so will nullify the offending party's participation.</p>	<p>Hold</p>
<p>11. <u>Option to Work Four (4) ten (10) hour Days:</u> Add - When an employee reports to work and is not allowed to start work because of inclement weather and has not been notified before reporting to the job he shall be paid Twenty Dollars (\$20.00) travel expense. If an employee is called out on Friday, and starts to work, he shall receive a minimum of four (4) hours of work, but must remain on the job for one (1) hour ready to work in order to qualify.</p>	<p>Panzica said management will discuss a \$30.00 travel expense.</p>
<p>12. <u>Any Agreed upon Annual Increase:</u> Shall first be allocated to any amount determined by the Welfare Fund's actuary to be actuarially needed to fund health and welfare benefits at no greater than their current levels, and next to any amount determined by the Pension Fund actuary to be actuarially needed</p>	<p>Panzica said this will be reviewed with CEA attorney.</p>

to fund the pension fund at its no greater than its current benefit level. Any balance will be allocated for wages. For the duration of this Agreement, all monies currently designated to be paid to the Annuity Fund shall be diverted to the Pension Fund.	
<p>13. <u>Amend the Construction Industry Substance Abuse Program (CISAP)</u> - It is mutually agreed by all parties that the Construction Industry Substance Abuse Program (CISAP) is the preferred substance abuse program under this agreement. The CISP industry funds for drug testing will not be used for testing outside the CISAP policy. It is understood by all parties that any drug or alcohol policy or program required by a customer (Owner, General Contractor, Construction Manager) or a Signatory Employer must be adhered to. If the requirements of said policy or program exceed the CISAP program the parties will comply with the customer or employer request.</p> <p>Include provision for massive random substance abuse testing on the jobsite, eliminating drug free cards and providing computer on-line eligibility lists of those who have a negative test.</p>	Kilbane not in agreement.
<p>14. <u>Alternate Dispute Resolution:</u> If during the term of this Agreement, the Ohio legislature authorizes ADR programs in the Ohio Workers Compensation laws, the parties agree to meet and negotiate in good faith a program consistent with the legislation.</p>	Both parties agreed to ADR language.
<p>15. <u>PERSONAL cell phones, including texting and personal pagers:</u> Except in the case of emergencies, the use of personal pagers, iPods, cellular telephones and other electronic devices shall be prohibited during work hours. The use of the above stated items shall be restricted to recognized break times. The abuse or misuse of the above stated devices shall be cause for dismissal.</p>	<p>Kilbane said this is the only means of communication. Should be left to the individual or company policy.</p> <p>Panzica said we will look at the language and also look at proposals 6, 15 and 18 and may want to combine.</p> <p>Kilbane said he suggested that before.</p>
<p>16. <u>Owner Requests:</u> If requested by an Owner, the Union agrees to supply local residents, minorities and females in the numbers requested by the Owner.</p>	Kilbane said he can refer workers if a contractor supplies a letter. It does put the union in an awkward position and sympathizes with the contractors.
<p>17. <u>Fringe Benefit Funds:</u> - All benefits shall be paid on hours worked basis.</p>	Panzica wanted to hold on this proposal. Kilbane already said No.

18. New Proposal: Employees shall at all times conduct themselves in a professional manner on the job site. Employees shall report to work garbed in clothing and shoes that are work appropriate. The Employer may provide its Code of Conduct at the jobsite to Employees when they first report to work.	Skip for now.
19. New Proposal: Omitted from 2001-2005 contract – Article III, Section 3. Restore language to read: If the employee's pay is mailed within a twenty-four (24) hour period, the post mark will govern.	Management withdrawals proposal 19.
20. New Proposal: Article X, Construction Industry Service Program, Para. 1 (C): Change to Read: Payment of expenses for the improvement of safety and health practices and substance abuse testing in the Construction Industry in the in Greater Cleveland area.	Both parties agreed to proposal 20 with changes made.
21. New Proposal: Article XVIII, Change name <u>Union Construction Industry Substance Abuse Program</u> to <u>Construction Industry Service Program Substance Abuse Policy</u>	Management withdrawals proposal 21.

Both parties agreed to caucus at 1:55 p.m.
Meeting reconvened 2:05 p.m.

Mr. Panzica asked if the union had anything else.

Mr. Kilbane noted that we need decent discussion on April 28 and we need to make progress. He asked to sincerely review the economic proposal.

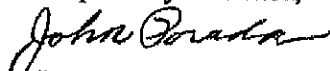
Mr. Panzica said we need to work it out.

Mr. Rosborough said that the pension discussion set the tone with management's offer - funding the pension plan.

Mr. Semersky noted management did not ask for a reduction on fringe benefits.

Both parties agreed to adjourn at 2:15 p.m.

Respectfully submitted,


John Porada

April 15, 2009 Meeting

Laborers Local # 310 submitted four (4) additional proposals – 8, 9, 10, 11:	
LABORERS 310 PROPOSALS	STATUS
Proposal 1 – Five (5) year agreement May 1, 2009 to April 30, 2014.	
Proposal 2, Article I, Section 4 – Change to read: This agreement shall bind all subcontractors working for an Employer upon whom this Agreement is binding. The Employer agrees that neither it nor any of its subcontractors on the site will subcontract any work covered by this Agreement that is to be done at the site of any job to which this Agreement is applicable except to a person, firm or corporation bound by the terms of this Agreement.	
Proposal 3, Article III, Section 7, Para. 1 – Change to read: Contractors signatory to this Agreement will ensure that subcontractors to whom work is let will be bonded or become bonded in accordance with this section.	
Proposal 4, Jurisdiction – Change language to read: Cleaning and clearing of all debris generated by all trades, including wire brushing of windows, scraping of floors, removal of surplus materials from all fixtures within the confines of structure and cleaning of all debris in building and construction area.	
Proposal 5, Wrecking – Add new language to read: The removal, handling and sorting of all recyclable material and transporting it to recycling containers or palletizing it shall be the work of the Laborers. The removal, sorting and handling of recyclable materials as required under Leadership in Energy and Environmental Design (LEED) guidelines or any other similar standard or guidelines, and the transporting of same to recycling containers or pallets shall be the work of the Laborers.	
Proposal 6, Fringe Benefit Funds Section 2-8 Add new language: For the remainder of this contract any additional Diversion of “Wage Increase to Fringe Benefit Program” will be communicated to C.E.A. and signatory contractors and published annually in the	

Building Laborers' Local No. 310 "Scale of Wages".	
<p><u>Proposal 7, Article XVIII</u> – Duplication of Language. Eliminate old language: Joint Labor-Management Uniform Drug/Alcohol Abuse Program. The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. The Contractors and the Union have a commitment to protect people and property, and to provide a safe working environment. The purpose of the program is to establish and maintain a drug-free, alcohol free, safe healthy work environment for all of its employees. For details regarding this program, contact the Business Manager or the Association.</p>	UNION WITHDRAWALS PROPOSAL # 7
<p><u>Proposal 8, Article III Section 5</u> – Change language to read: When an employee reports to work and is not allowed to start work because of inclement weather and has not been notified before reporting to the job he shall be paid Forty-five Dollars (\$45.00) travel expense.</p> <p>The employee must remain on the job for one (1) hour ready to work in order to qualify. If the Laborer is instructed to remain after nine o'clock (9:00) A.M. or if he starts work at any time then the Forty-five Dollars (\$45.00) travel expense is waived and the 2-4-6-8 provision shall apply.</p>	
<p><u>Proposal 9, Article III Section 18</u> – change language to read: "Employees shall be paid actual parking expenses incurred, up to eight dollars (\$8.00) per day per Employee, provided that transportation is not provided; or there is no free parking available within one-half (1/2) mile of the job site and provided further that the Employee presents a valid parking receipt."</p>	
<p><u>Proposal 10, Article VI Rates of Pay</u> – Change language to read: Residential Rate: Re-allocate the wage: participation in SUB Fund, Health and Welfare Fund, Training and Upgrading Fund and Annuity. Hourly increase \$0.75 per hour.</p>	

Proposal 11, Wages :	
May 1 st , 2009 \$2.00 per hour	
May 1 st , 2010 \$2.00 per hour	
May 1 st , 2011 \$2.00 per hour	
May 1 st , 2012 \$2.00 per hour	
May 1 st , 2013 \$2.00 per hour	

Mr. Panzica distributed and reviewed Management Proposals as follows:

Management submitted 21 proposals:	
MANAGEMENT'S PROPOSALS	STATUS
1. <u>Contract Duration:</u> To be determined.	
2. <u>Monetary Settlement:</u> To be determined.	
3. <u>Change Article III, Working Conditions, Section 16A and B Steward Clause to read:</u> The Business Manager and the Employer, will select a working Steward from the contractors crew when the job first starts. Working Stewards are required to have five (5) years of building laborer experience, have a 30-hour OSHA certified card, have taken a First Aid/CPR class in the last two years, and have a current drug-free card or is electronically listed on-line as eligible having taken a negative substance abuse test.	
4. <u>Saturday Make-Up Day:</u> Saturday shall be paid at one and one-half (1-½) times the straight-time hourly rate. In the event of lost time Monday through Friday, Saturday may be worked at straight-time to make-up the lost time. When an employee reports to work and is not allowed to start work because of inclement weather and has not been notified before reporting to the job he shall be paid Twenty Dollars (\$20.00) travel expense. If an Employee is called out on Saturday, and starts to work, he shall receive a minimum of four (4) hours of work, but must remain on the job for one (1) hour ready to work in order to qualify.	
5. <u>Pension Contributions:</u> The above contribution rate is intended to represent the Employer's total hourly cost for providing all pension benefits during the term of this agreement. If the above Plan requires any	

contributions, which includes surcharges, that are in excess of this amount, or, if the Pension Plan fails to meet the minimum contribution requirements established by law, resulting in the imposition of an excise tax, the hourly package shall be immediately reduced by an equivalent amount.	
6. <u>Management Rights:</u> The employer shall have full right to direct the progress of the work and to exercise all functions and control, including, but not limited to, the selection of the kind of materials, supplies, or equipment used in the execution of the work, the determination of the competency and qualifications of his employees, and the right to discharge any employee for any just and sufficient cause, provided, however, that no employee shall be discriminated against.	
7. <u>Bonding Requirements:</u> Add - "No bond, no men." Add New Provision - The union will be responsible for any delinquent fringe benefits payment to the funds if the union fails to obtain an appropriate bond as required by the collective bargaining agreement. The union shall furnish CEA a list of all signatory employers and a list of those who have provided a Wage & Fringe Benefit Bond.	
8. <u>Overtime After 40 Hours & 1 ½ for All Overtime:</u> Overtime will apply to all work performed in excess of forty (40) hours per week. It shall be paid at the rate of time and one-half (1-1/2) the hourly rate for hours worked. All work performed on Sundays and the observed holidays shall be paid at time and one-half (1 ½) times the straight time rate.	
9. <u>Salary Continuation</u> - Omit payment to Health & Welfare when paid by Salary Continuation.	
10. <u>Project Labor Agreements</u> - The Union and CEA agree that both parties must fully participate in all discussions and negotiations regarding project labor agreements (PLA). It is agreed that both parties will have an equal vote as to whether or not to participate in the project	

<p>labor agreement. The Union and CEA must mutually agree to be bound by the PLA prior to either party becoming signatory to the PLA. Failure to do so will nullify the offending party's participation.</p>	
<p>11. <u>Option to Work Four (4) ten (10) hour Days:</u> Add - When an employee reports to work and is not allowed to start work because of inclement weather and has not been notified before reporting to the job he shall be paid Twenty Dollars (\$20.00) travel expense. If an employee is called out on Friday, and starts to work, he shall receive a minimum of four (4) hours of work, but must remain on the job for one (1) hour ready to work in order to qualify.</p>	
<p>12. <u>Any Agreed upon Annual Increase:</u> Shall first be allocated to any amount determined by the Welfare Fund's actuary to be actuarially needed to fund health and welfare benefits at no greater than their current levels, and next to any amount determined by the Pension Fund actuary to be actuarially needed to fund the pension fund at its no greater than its current benefit level. Any balance will be allocated for wages. For the duration of this Agreement, all monies currently designated to be paid to the Annuity Fund shall be diverted to the Pension Fund.</p>	
<p>13. <u>Amend the Construction Industry Substance Abuse Program (CISAP) -</u> It is mutually agreed by all parties that the Construction Industry Substance Abuse Program (CISAP) is the preferred substance abuse program under this agreement. The CISP industry funds for drug testing will not be used for testing outside the CISAP policy. It is understood by all parties that any drug or alcohol policy or program required by a customer (Owner, General Contractor, Construction Manager or a Signatory Employer) must be adhered to. If the requirements of said policy or program exceed the CISAP program the parties will comply with the customer or employer request.</p> <p>Include provision for massive random</p>	

substance abuse testing on the jobsite, eliminating drug free cards and providing computer on-line eligibility lists of those who have a negative test.	
14. <u>Alternate Dispute Resolution:</u> If during the term of this Agreement, the Ohio legislature authorizes ADR programs in the Ohio Workers Compensation laws, the parties agree to meet and negotiate in good faith a program consistent with the legislation.	BOTH PARTIES AGREED TO PROPOSAL #14 ON APRIL 14, 2009.
15. <u>PERSONAL cell phones, including texting and personal pagers:</u> Except in the case of emergencies, the use of personal pagers, iPods, cellular telephones and other electronic devices shall be prohibited during work hours. The use of the above stated items shall be restricted to recognized break times. The abuse or misuse of the above stated devices shall be cause for dismissal.	
16. <u>Owner Requests:</u> If requested by an Owner, the Union agrees to supply local residents, minorities and females in the numbers requested by the Owner.	
17. <u>Fringe Benefit Funds:</u> - All benefits shall be paid on hours worked basis.	
18. <u>New Proposal:</u> Employees shall at all times conduct themselves in a professional manner on the job site. Employees shall report to work garbed in clothing and shoes that are work appropriate. The Employer may provide its Code of Conduct at the jobsite to Employees when they first report to work.	
19. <u>New Proposal:</u> Omitted from 2001-2005 contract - Article III, Section 3. Restore language to read: If the employee's pay is mailed within a twenty-four (24) hour period, the post mark will govern.	
20. <u>New Proposal:</u> Article X, Construction Industry Service Program, Para. 1 (C): Change to Read: Payment of expenses for the improvement of safety and health practices and substance abuse testing in the	BOTH PARTIES AGREED TO PROPOSAL # 20 WITH THE CHANGE "IN THE GREATER CLEVELAND AREA".

Construction Industry in the Greater Cleveland area.	
21. <u>New Proposal:</u> Article XVIII, Change name <u>Union Construction Industry Substance Abuse Program to Construction Industry Service Program Substance Abuse Policy</u>	

**BUILDING LABORERS # 310
NEGOTIATION COMMITTEE MEETING
Tuesday, April 14, 2009**

**CEA Board Room
Brooklyn Heights, Ohio
8:30 AM**

SIGN-IN SHEET

Name	Company
<u>Ed. Mark Kalarough</u>	<u>Local 310</u>
<u>Sebastian Terejan</u>	<u>"310"</u>
<u>John O. Hryn Jr</u>	<u>Local 310</u>
<u>Pat Zilly</u>	<u>Local 310</u>
<u>Plencer P. Japa</u>	<u>Local 310</u>
<u>Muhaly Ky</u>	<u>Local 310</u>
<u>Miss</u>	<u>Local 310</u>
<u>Tom Donley</u>	<u>CEA - CCA</u>
<u>Dan Grider</u>	<u>CEA - ISCA</u>
<u>Rick Summersky</u>	<u>CEA - MCA</u>
<u>TONY PANICA</u>	<u>CEA -</u>
<u>JOHN PORADA</u>	<u>CEA</u>
<u>RICH D. CERONIK</u>	<u>"</u>
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**Building Laborers Local # 310
Joint Labor/Management Negotiation Committee Meeting**

**Construction Employers Association Board Room
Brooklyn Heights, Ohio**

Tuesday, April 14, 2009

Those in attendance included:

Management

Anthony Panzica, Chairman
Richard DiGeronimo
Mac Donley
Rick Semersky
David Giorgi
John Porada

Building Laborers Local 310

John Kilbane, Chairman
Terence Joyce
John Horton
Mark Rosborough
Mike Kearney
Kevin Clegg
Sebastian Trusso

Mr. Kilbane, chairman for this meeting, called the meeting to order at 8:55 a.m. and introduced Kevin Clegg who missed the first meeting. Also, Mr. Panzica noted that David Giorgi is present today.

Next meeting is confirmed to be held on Wednesday, April 15 at 12:30 to 3:00 p.m. at CEA. A following meeting is also scheduled at 8:30 a.m., Tuesday, April 28, 2009 at CEA.

Mr. Kilbane noted that two items need corrected on the April 6, 2009 Meeting Minutes namely: Item # 5 on Union's proposal needs to change the word "Carpenters" to "Owners" and Item # 12 Management's proposal change amount of May 1, 2008 monetary increase to \$.80 wages, (0) Pension, (0) H & W, \$.05 SUB and \$.15 T & U and \$.10 D.C.

A motion was made to approve the April 6, 2009 Meeting Minutes with the above corrections. Motion was seconded and unanimously approved.

Laborers Local # 310 Proposals Reviewed:	
LABORERS 310 PROPOSALS	STATUS
<u>Proposal 1</u> – Five (5) year agreement May 1, 2009 to April 30, 2014.	Management agreed to discuss duration.
<u>Proposal 2, Article I, Section 4</u> – Change to read: This agreement shall bind all subcontractors working for an Employer upon whom this Agreement is binding. The Employer agrees that neither it nor any of its subcontractors on the site will subcontract any work covered by this Agreement that is to be done at the site of any job to which this Agreement is applicable except to a person, firm or corporation bound by the terms of this Agreement.	Panzica noted that management has a problem with proposal # 2.

<p>6. Management Rights: The employer shall have full right to direct the progress of the work and to exercise all functions and control, including, but not limited to, the selection of the kind of materials, supplies, or equipment used in the execution of the work, the determination of the competency and qualifications of his employees, and the right to discharge any employee for any just and sufficient cause, provided, however, that no employee shall be discriminated against.</p>	<p>Kilbane said the union is not opposed to this proposal, but will need to study further.</p> <p>Proposal on "hold".</p>
<p>7. Bonding Requirements: Add - "No bond, no men." Add New Provision - The union will be responsible for any delinquent fringe benefits payment to the funds if the union fails to obtain an appropriate bond as required by the collective bargaining agreement. The union shall furnish CEA a list of all signatory employers and a list of those who have provided a Wage & Fringe Benefit Bond.</p>	<p>Kilbane noted the union will review the bonding list and provide that list to CEA. Kilbane noted this is an industry issue and both parties need to be involved.</p> <p>Panzica stated "no bond, no men" makes sense. Talking dollar viability for the funds.</p> <p>Giorgi noted the union should file a grievance against those not posting a bond.</p> <p>Kilbane noted that 65% of active contractors have posted a bond.</p> <p>Horton stated that several CEA members have not posted a bond.</p>
<p>8. Overtime After 40 Hours & 1 ½ for All Overtime: Overtime will apply to all work performed in excess of forty (40) hours per week. It shall be paid at the rate of time and one-half (1-1/2) the hourly rate for hours worked. All work performed on Sundays and the observed holidays shall be paid at time and one-half (1 ½) times the straight time rate.</p>	<p>Union rejects proposal 8.</p>
<p>9. Salary Continuation - Omit payment to Health & Welfare when paid by Salary Continuation.</p>	<p>Union rejects proposal 9</p>
<p>10. Project Labor Agreements - The Union and CEA agree that both parties must fully participate in all discussions and negotiations regarding project labor agreements (PLA). It is agreed that both parties will have an equal vote as to whether or not to participate in the project labor agreement. The Union and CEA must mutually agree to be bound by the PLA prior to either party becoming signatory to the PLA. Failure to do so will nullify the offending party's participation.</p>	<p>Kilbane said this remains a Building Trades issue.</p>

<p>11. <u>Option to Work Four (4) ten (10) hour Days:</u> Add – When an employee reports to work and is not allowed to start work because of inclement weather and has not been notified before reporting to the job he shall be paid Twenty Dollars (\$20.00) travel expense. If an employee is called out on Friday, and starts to work, he shall receive a minimum of four (4) hours of work, but must remain on the job for one (1) hour ready to work in order to qualify.</p>	<p>Kilbane said he agrees with proposal # 11 and will accept.</p> <p>However, union wants to discuss the \$20.00 travel expense provision.</p>
<p>12. <u>Any Agreed upon Annual Increase:</u> Shall first be allocated to any amount determined by the Welfare Fund's actuary to be actuarially needed to fund health and welfare benefits at no greater than their current levels, and next to any amount determined by the Pension Fund actuary to be actuarially needed to fund the pension fund at its no greater than its current benefit level. Any balance will be allocated for wages. For the duration of this Agreement, all monies currently designated to be paid to the Annuity Fund shall be diverted to the Pension Fund.</p>	<p>Both parties agreed that further discussion is necessary.</p>
<p>13. <u>Amend the Construction Industry Substance Abuse Program (CISAP) -</u> It is mutually agreed by all parties that the Construction Industry Substance Abuse Program (CISAP) is the preferred substance abuse program under this agreement. The CISP industry funds for drug testing will not be used for testing outside the CISAP policy. It is understood by all parties that any drug or alcohol policy or program required by a customer (Owner, General Contractor, Construction Manager) or a Signatory Employer must be adhered to. If the requirements of said policy or program exceed the CISAP program the parties will comply with the customer or employer request.</p> <p>Include provision for massive random substance abuse testing on the jobsite, eliminating drug free cards and providing computer on-line eligibility lists of those who have a negative test.</p>	<p>Kilbane said zero tolerance is an issue.</p> <p>Kilbane said the union is agreeable to a drug-free program and that most trades use the CISAP program.</p> <p>Union is not objected when owners want to insist on additional drug testing requirements.</p> <p>Panzica noted that owners, general contractors construction managers or a signatory employer may want more stringent requirements than the CISAP program.</p> <p>Kilbane said there is room to change. Also, noted that CISAP committee is not in agreement for massive random drug testing.</p> <p>Additional discussion followed.</p>
<p>14. <u>Alternate Dispute Resolution:</u> If during the term of this Agreement, the Ohio legislature authorizes ADR programs in the Ohio Workers Compensation laws, the parties</p>	<p>Kilbane said the union agrees with ADR proposal when legislation passes.</p> <p>Kilbane asked if this would be an addendum to</p>

agree to meet and negotiate in good faith a program consistent with the legislation.	the contract. Porada said an addendum would be the best way to add an ADR program.
15. <u>PERSONAL cell phones, including texting and personal pagers:</u> Except in the case of emergencies, the use of personal pagers, iPods, cellular telephones and other electronic devices shall be prohibited during work hours. The use of the above stated items shall be restricted to recognized break times. The abuse or misuse of the above stated devices shall be cause for dismissal.	Kilbane willing to have a subcommittee work on a "Code of Conduct" policy. Panzica noted the City of Cleveland is passing a law - "NO" text messaging while driving". Kilbane agreed to discuss further.
16. <u>Owner Requests:</u> If requested by an Owner, the Union agrees to supply local residents, minorities and females in the numbers requested by the Owner.	Kilbane said the union is willing to talk about this, but a fair distribution and equality shared by all trades is necessary. Union is not against the idea. Union does have a referral list and can comply if the contractor provides a written request. <u>Management may revise language.</u>
17. <u>Fringe Benefit Funds:</u> - All benefits shall be paid on hours worked basis.	Union rejects proposal 17.
18. <u>New Proposal:</u> Employees shall at all times conduct themselves in a professional manner on the job site. Employees shall report to work garbed in clothing and shoes that are work appropriate. The Employer may provide its Code of Conduct at the jobsite to Employees when they first report to work.	It was noted this proposal was already discussed.

Both parties agreed to caucus at 9:40 a.m.

Both parties reconvened at 10:05 a.m.

General discussion followed on the bonding issue and both parties agreed that Elliot Azoff and Sue Gragel will create a letter on the bonding issue, and if contractors do not post a bond the Union will consider filing a grievance against those contractors.

At this time additional proposals were submitted.

Additional Management Proposals:	STATUS
19. <u>New Proposal:</u> Omitted from 2001-2005 contract - Article III, Section 3. Restore language to read: If the employee's pay is mailed within a twenty-four (24) hour period, the post mark will govern.	Kilbane reviewed 2001 meeting minutes and said that this language was intentionally removed. Porada noted that he will also review the 2001 negotiation meeting minutes.

20. New Proposal: Article X, Construction Industry Service Program, Para. 1 (C): Change to Read: Payment of expenses for the improvement of safety and health practices and substance abuse testing in the Construction Industry in the Cuyahoga and Geauga Counties.	Kilbane said the Union would agree to proposal #20, but preferred to delete Cuyahoga and Geauga counties and insert the greater Cleveland area. Both parties agreed to this change.
21. New Proposal: Article XVIII, Change name <u>Union Construction Industry Substance Abuse Program to Construction Industry Service Program Substance Abuse Policy</u>	Kilbane noted the Union Construction Industry Substance Abuse Program is a standardized program and cannot agree to Management's Proposal #21.

Mr. Kilbane asked if Management was going to present their economic proposal. Mr. Panzica noted that Management felt terms and conditions needed to be resolved to determine what the economic package would be.

Both parties agreed to caucus at 11:15 a.m.
 Both parties agreed to reconvene at 11:20 a.m.

Mr. Panzica stated that Management is looking for a three year contract duration with a 10% wage cut on base wages the first year, a freeze the second year and an economic review the third year.

Mr. Kilbane distributed additional Union proposals as follows:

Additional Union Proposals.	
<u>Proposal 8, Article III Section 5</u> – Change language to read: When an employee reports to work and is not allowed to start work because of inclement weather and has not been notified before reporting to the job he shall be paid Forty-five Dollars (\$45.00) travel expense. The employee must remain on the job for one (1) hour ready to work in order to qualify. If the Laborer is instructed to remain after nine o'clock (9:00) A.M. or if he starts work at any time then the Forty-five Dollars (\$45.00) travel expense is waived and the 2-4-6-8 provision shall apply.	
<u>Proposal 9, Article III Section 18</u> – change language to read: "Employees shall be paid actual parking expenses incurred, up to eight dollars (\$8.00) per day per Employee, provided that transportation is not provided; or there is no free parking available within one-half (1/2) mile of the job site and provided further that the Employee presents a valid parking receipt."	

Proposal 10, Article VI Rates of Pay - Change language to read: Residential Rate: Re-allocate the wage: participation in SUB Fund, Health and Welfare Fund, Training and Upgrading Fund and Annuity. Hourly increase \$0.75 per hour.	
Proposal 11, Wages : May 1 st , 2009 \$2.00 per hour May 1 st , 2010 \$2.00 per hour May 1 st , 2011 \$2.00 per hour May 1 st , 2012 \$2.00 per hour May 1 st , 2013 \$2.00 per hour	

Both parties agreed to adjourn at 11:45 a.m. and it was noted that we would reconvene on Wednesday, April 15 at 12:30 p.m. at CEA.

Respectfully submitted,


 John Porada

**Building Laborers Local # 310
Joint Labor/Management Negotiation Committee Meeting**

**Construction Employers Association Board Room
Brooklyn Heights, Ohio**

Monday, April 6, 2009

The meeting was called to order by Tony Panzica at 8:35 a.m. who asked for self-introductions. Those in attendance included:

Management

Anthony Panzica, Chairman
Richard DiGeronimo
Mac Donley
Rick Semersky
John Porada

Building Laborers Local 310

John Kilbane, Chairman
Terence Joyce
John Horton
Mark Rosborough
Mike Kearney
Sebastian Trusso

It was agreed that Tony Panzica would be the chairman for the first meeting.

Mr. Kilbane noted that Kevin Clegg is out of town, but is to be included on the Union's negotiation committee. Mr. Panzica also noted that David Giorgi is also absent and will be available for future meetings.

Both parties agreed to include the following dates for future meetings:

- ♦ 8:30 a.m., Tuesday, April 14, 2009 at the CEA Board Room.
- ♦ 12:30 p.m. to 3:00 p.m., Wednesday, April 15, 2009 at CEA.
- ♦ 8:30 a.m., Tuesday, April 28, 2009 at CEA.

John Porada distributed an agenda for the meeting and provided a review of the following:

1. Both parties distributed their respective negotiation committees and respective chairman. It was agreed to alternate the chairman for each meeting.
2. The 2009 Proposed Ground Rules for Conduct of Bargaining was distributed and review by John Porada. Both parties agreed to the ground rules. Mr. Kilbane noted that the Union ratification is scheduled for May 6, 2009, but feels a tentative agreement could be agreed to before May 6. Mr. Porada noted the CEA Board of Directors also must ratify the agreement and stated the board can ratify a tentative agreement before the five day stipulation. It was agreed that Mr. Porada take the meeting minutes for all the meetings, but will forward a copy to the Union prior to the following meeting.
3. Assignment of bargaining rights were distributed to those in attendance and it was noted that additional contractors may be added to the list.
4. Major Labor/Management Concerns for 2009 were distributed and read by Mr. Porada.

Mr. Panzica noted a survey was made by CEA to its members and various owners and that the 2009 Major Labor/Management Concerns are serious concerns of the union construction industry and its future survival.

Both parties agreed to exchange their proposals and it was understood that no additional proposals would be accepted after the second meeting unless mutually agreed by both parties.

Both parties agreed to caucus at 9:00 a.m. Meeting reconvened at 9:40 a.m.

Laborers Local # 310 submitted seven (7) proposals and each one was read:	
LABORERS 310 PROPOSALS	STATUS
Proposal 1 – Five (5) year agreement May 1, 2009 to April 30, 2014.	Management agreed to discuss duration.
Proposal 2, Article I, Section 4 – Change to read: This agreement shall bind all subcontractors working for an Employer upon whom this Agreement is binding. The Employer agrees that neither it nor any of its subcontractors on the site will subcontract any work covered by this Agreement that is to be done at the site of any job to which this Agreement is applicable except to a person, firm or corporation bound by the terms of this Agreement.	Management asked if this was focused on second tiered subcontractors? Will discuss further.
Proposal 3, Article III, Section 7, Para. 1 – Change to read: Contractors signatory to this Agreement will ensure that subcontractors to whom work is let will be bonded or become bonded in accordance with this section.	Management asking for listing of signatory employers and those already bonded. Kilbane noted 80% are bonded, others refuse. Younger contractors can't get bonded. Porada noted contract calls for \$5,000 cash sum and to pay fringes weekly. Panzica prefers management's proposal.
Proposal 4, Jurisdiction – Change language to read: Cleaning and clearing of all debris generated by all trades, including wire brushing of windows, scraping of floors, removal of surplus materials from all fixtures within the confines of structure and cleaning of all debris in building and construction area.	Management rejected proposal. Panzica noted we can't negotiate for other trades.
Proposal 5, Wrecking – Add new language to read: The removal, handling and sorting of all recyclable material and transporting it to recycling containers or palletizing it shall be the work of the Laborers. The removal, sorting and handling of recyclable materials as required under Leadership in Energy and Environmental Design (LEED) guidelines or any other similar standard or guidelines, and the transporting of same to recycling containers or pallets shall be the work of the Laborers.	Kilbane noted carpet, drywall or 2 x 4's are good examples. Carpenters state items are to be re-cycled and not-going to scrap. Items also leave the jobsite – feels this should be Laborers work. Question is it used again on the jobsite or not used on the jobsite that determines work jurisdiction. Panzica agreed to discuss further.
Proposal 6, Fringe Benefit Funds Section 2-8 Add new language: For the remainder of this contract any additional Diversion of "Wage	Management's position is that the allocation of monies need management approval.

Increase to Fringe Benefit Program" will be communicated to C.E.A. and signatory contractors and published annually in the Building Laborers' Local No. 310 "Scale of Wages".	
Proposal 7, Article XVIII – Duplication of Language. Eliminate old language: Joint Labor-Management Uniform Drug/Alcohol Abuse Program. The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. The Contractors and the Union have a commitment to protect people and property, and to provide a safe working environment. The purpose of the program is to establish and maintain a drug-free, alcohol free, safe healthy work environment for all of its employees. For details regarding this program, contact the Business Manager or the Association.	Management prefers management's proposal

Mr. Panzica distributed and read Management Proposals as follows:

Management submitted 18 proposals and each one was read:	
MANAGEMENT'S PROPOSALS	STATUS
1. <u>Contract Duration:</u> To be determined.	Union prefers a 5 year agreement.
2. <u>Monetary Settlement:</u> To be determined.	Economics to be discussed later.
3. <u>Change Article III, Working Conditions, Section 16A and B Steward Clause to read:</u> The Business Manager and the Employer, will select a working Steward from the contractors crew when the job first starts. Working Stewards are required to have five (5) years of building laborer experience, have a 30-hour OSHA certified card, have taken a First Aid/CPR class in the last two years, and have a current drug-free card or is electronically listed on-line as eligible having taken a negative substance abuse test.	Kilbane noted the Union has the right to appoint Stewards. Most Stewards have more than 5 years experience, all Stewards have a 30 hour OSHA card and drug free card. In regard to CPR/First Aid, the Union can start working on that.
4. <u>Saturday Make-Up Day:</u> Saturday shall be paid at one and one-half (1-½) times the straight-time hourly rate. In the event of lost time Monday through Friday, Saturday may be worked at straight-time to make-up the lost time. When an employee reports to work and is not allowed to start work because of inclement weather and has not been notified	Union stated "No" to Proposal 4.

before reporting to the job he shall be paid Twenty Dollars (\$20.00) travel expense. If an Employee is called out on Saturday, and starts to work, he shall receive a minimum of four (4) hours of work, but must remain on the job for one (1) hour ready to work in order to qualify.	
5. Pension Contributions: The above contribution rate is intended to represent the Employer's total hourly cost for providing all pension benefits during the term of this agreement. If the above Plan requires any contributions, which includes surcharges, that are in excess of this amount, or, if the Pension Plan fails to meet the minimum contribution requirements established by law, resulting in the imposition of an excise tax, the hourly package shall be immediately reduced by an equivalent amount.	Kilbane noted Pension fund attorney would need to review this language. Donley noted Pension fund needs to make additional changes, and cuts in benefits. Kilbane disagreed and felt the trustees did make substantial benefit cuts and agreed to additional contributions to comply with Pension Protection Act. Lowering the multiplier from 3% to 2% would only show a blimp on the unfunded liability. Further discussion continued.
6. Management Rights: The employer shall have full right to direct the progress of the work and to exercise all functions and control, including, but not limited to, the selection of the kind of materials, supplies, or equipment used in the execution of the work, the determination of the competency and qualifications of his employees, and the right to discharge any employee for any just and sufficient cause, provided, however, that no employee shall be discriminated against.	Kilbane suggested to skip over for now. May apply to proposals 15 and 18.
7. Bonding Requirements: Add - "No bond, no men." Add New Provision - The union will be responsible for any delinquent fringe benefits payment to the funds if the union fails to obtain an appropriate bond as required by the collective bargaining agreement. The union shall furnish CEA a list of all signatory employers and a list of those who have provided a Wage & Fringe Benefit Bond.	Kilbane will need a legal opinion. Feels Union responsibility is illegal.
8. Overtime After 40 Hours & 1 ½ for All Overtime: Overtime will apply to all work performed in excess of forty (40) hours per week. It shall be paid at the rate of time and one-half (1-1/2) the hourly rate for hours worked. All work performed on Sundays and the observed holidays shall be paid at time and one-half (1 ½) times the straight time rate.	Union rejects proposal 8.
9. Salary Continuation - Omit payment to Health & Welfare when paid by Salary Continuation.	Union rejects proposal 9

<p>10. <u>Project Labor Agreements</u> – The Union and CEA agree that both parties must fully participate in all discussions and negotiations regarding project labor agreements (PLA). It is agreed that both parties will have an equal vote as to whether or not to participate in the project labor agreement. The Union and CEA must mutually agree to be bound by the PLA prior to either party becoming signatory to the PLA. Failure to do so will nullify the offending party's participation.</p>	<p>Kilbane said this is a Building Trades issue.</p>
<p>11. <u>Option to Work Four (4) ten (10) hour Days:</u> Add – When an employee reports to work and is not allowed to start work because of inclement weather and has not been notified before reporting to the job he shall be paid Twenty Dollars (\$20.00) travel expense. If an employee is called out on Friday, and starts to work, he shall receive a minimum of four (4) hours of work, but must remain on the job for one (1) hour ready to work in order to qualify.</p>	<p>Kilbane said this appears OK, but would like further discussion. Also, noted that 4 days/10 hour clause has a make-up day.</p>
<p>12. <u>Any Agreed upon Annual Increase:</u> Shall first be allocated to any amount determined by the Welfare Fund's actuary to be actuarially needed to fund health and welfare benefits at no greater than their current levels, and next to any amount determined by the Pension Fund actuary to be actuarially needed to fund the pension fund at its no greater than its current benefit level. Any balance will be allocated for wages. For the duration of this Agreement, all monies currently designated to be paid to the Annuity Fund shall be diverted to the Pension Fund.</p>	<p>Kilbane noted the Union is always prudent about allocation and distribution of monies. Union has 375 active contractors. Monies are allocated with the advice of the trustees and fund actuaries. May 1, 2008 - \$.75 to wages, (0) to Pension, (0) to H & W, \$05 SUB, \$.15 T & U and \$.05 D.C.</p> <p>Management felt some monies should have been allocated to the Pension fund.</p>
<p>13. <u>Amend the Construction Industry Substance Abuse Program (CISAP)</u> - It is mutually agreed by all parties that the Construction Industry Substance Abuse Program (CISAP) is the preferred substance abuse program under this agreement. The CISAP industry funds for drug testing will not be used for testing outside the CISAP policy. It is understood by all parties that any drug or alcohol policy or program required by a customer (Owner, General Contractor, Construction Manager) or a Signatory Employer must be adhered to. If the requirements of said policy or program exceed the CISAP program the parties will comply</p>	<p>Kilbane said he agrees in principal on the first paragraph. Other issues have been talked about, however, the Union is not in agreement. CISAP meets bi-monthly. Zero tolerance would be very costly for the industry.</p>

with the customer or employer request. Include provision for massive random substance abuse testing on the jobsite, eliminating drug free cards and providing computer on-line eligibility lists of those who have a negative test.	
14. Alternate Dispute Resolution: If during the term of this Agreement, the Ohio legislature authorizes ADR programs in the Ohio Workers Compensation laws, the parties agree to meet and negotiate in good faith a program consistent with the legislation.	Kilbane said we will talk about it.
15. PERSONAL cell phones, including texting and personal pagers: Except in the case of emergencies, the use of personal pagers, iPods, cellular telephones and other electronic devices shall be prohibited during work hours. The use of the above stated items shall be restricted to recognized break times. The abuse or misuse of the above stated devices shall be cause for dismissal.	Discuss later.
16. Owner Requests: If requested by an Owner, the Union agrees to supply local residents, minorities and females in the numbers requested by the Owner.	Kilbane said the Union is doing this now. They are federally mandated. Need protection from other trades. Panzica said other trades are being asked for the same proposal. Kilbane said needs to understand that other trades share equally. Otherwise no objection.
17. Fringe Benefit Funds: – All benefits shall be paid on hours worked basis.	Union rejects proposal 17.
18. New Proposal: Employees shall at all times conduct themselves in a professional manner on the job site. Employees shall report to work garbed in clothing and shoes that are work appropriate. The Employer may provide its Code of Conduct at the jobsite to Employees when they first report to work.	Kilbane felt proposal 6, 15 and 18 are related. Porada noted proposal 6 is a Managements Rights clause, is omitted from the Laborers Agreement and is in all other agreements in which CEA negotiates contracts. Union will review.

It was agreed the next meeting will be held 8:30 a.m., Tuesday, April 14 at the CEA board room.

Both parties agreed to adjourn at 11:40 a.m.

Respectfully submitted,


John Porada

**Building Laborers Local # 310
Joint Labor/Management Negotiation Committee Meeting**

**Construction Employers Association Board Room
Brooklyn Heights, Ohio**

Monday, April 6, 2009

The meeting was called to order by Tony Panzica at 8:35 a.m. who asked for self-introductions. Those in attendance included:

Management

Anthony Panzica, Chairman
Richard DiGeronimo
Mac Donley
Rick Semersky
John Porada

Building Laborers Local 310

John Kilbane, Chairman
Terence Joyce
John Horton
Mark Rosborough
Mike Kearney
Sebastian Trusso

It was agreed that Tony Panzica would be the chairman for the first meeting.

Mr. Kilbane noted that Kevin Clegg is out of town, but is to be included on the Union's negotiation committee. Mr. Panzica also noted that David Giorgi is also absent and will be available for future meetings.

Both parties agreed to include the following dates for future meetings:

- ◆ 8:30 a.m., Tuesday, April 14, 2009 at the CEA Board Room.
- ◆ 12:30 p.m. to 3:00 p.m., Wednesday, April 15, 2009 at CEA.
- ◆ 8:30 a.m., Tuesday, April 28, 2009 at CEA.

John Porada distributed an agenda for the meeting and provided a review of the following:

1. Both parties distributed their respective negotiation committees and respective chairman. It was agreed to alternate the chairman for each meeting.
2. The 2009 Proposed Ground Rules for Conduct of Bargaining was distributed and review by John Porada. Both parties agreed to the ground rules. Mr. Kilbane noted that the Union ratification is scheduled for May 6, 2009, but feels a tentative agreement could be agreed to before May 6. Mr. Porada noted the CEA Board of Directors also must ratify the agreement and stated the board can ratify a tentative agreement before the five day stipulation. It was agreed that Mr. Porada take the meeting minutes for all the meetings, but will forward a copy to the Union prior to the following meeting.
3. Assignment of bargaining rights were distributed to those in attendance and it was noted that additional contractors may be added to the list.
4. Major Labor/Management Concerns for 2009 were distributed and read by Mr. Porada.

Mr. Panzica noted a survey was made by CEA to its members and various owners and that the 2009 Major Labor/Management Concerns are serious concerns of the union construction industry and its future survival.

Both parties agreed to exchange their proposals and it was understood that no additional proposals would be accepted after the second meeting unless mutually agreed by both parties.

Both parties agreed to caucus at 9:00 a.m. Meeting reconvened at 9:40 a.m.

Laborers Local # 310 submitted seven (7) proposals and each one was read:	
LABORERS 310 PROPOSALS	STATUS
Proposal 1 – Five (5) year agreement May 1, 2009 to April 30, 2014.	Management agreed to discuss duration.
Proposal 2, Article I, Section 4 – Change to read: This agreement shall bind all subcontractors working for an Employer upon whom this Agreement is binding. The Employer agrees that neither it nor any of its subcontractors on the site will subcontract any work covered by this Agreement that is to be done at the site of any job to which this Agreement is applicable except to a person, firm or corporation bound by the terms of this Agreement.	Management asked if this was focused on second tiered subcontractors? Will discuss further.
Proposal 3, Article III, Section 7, Para. 1 – Change to read: Contractors signatory to this Agreement will ensure that subcontractors to whom work is let will be bonded or become bonded in accordance with this section.	Management asking for listing of signatory employers and those already bonded. Kilbane noted 80% are bonded, others refuse. Younger contractors can't get bonded. Porada noted contract calls for \$5,000 cash sum and to pay fringes weekly. Panzica prefers management's proposal.
Proposal 4, Jurisdiction -- Change language to read: Cleaning and clearing of all debris generated by all trades, including wire brushing of windows, scraping of floors, removal of surplus materials from all fixtures within the confines of structure and cleaning of all debris in building and construction area.	Management rejected proposal. Panzica noted we can't negotiate for other trades.
Proposal 5, Wrecking – Add new language to read: The removal, handling and sorting of all recyclable material and transporting it to recycling containers or palletizing it shall be the work of the Laborers. The removal, sorting and handling of recyclable materials as required under Leadership in Energy and Environmental Design (LEED) guidelines or any other similar standard or guidelines, and the transporting of same to recycling containers or pallets shall be the work of the Laborers.	Kilbane noted carpet, drywall or 2 x 4's are good examples. Owners state items are to be re-cycled and not going to scrap. Items also leave the jobsite – feels this should be Laborers work. Question is it used again on the jobsite or not used on the jobsite that determines work jurisdiction. Panzica agreed to discuss further.
Proposal 6, Fringe Benefit Funds Section 2-8 Add new language: For the remainder of this contract any additional Diversion of "Wage	Management's position is that the allocation of monies need management approval.

Increase to Fringe Benefit Program" will be communicated to C.E.A. and signatory contractors and published annually in the Building Laborers' Local No. 310 "Scale of Wages".	
Proposal 7, Article XVIII – Duplication of Language. Eliminate old language: Joint Labor-Management Uniform Drug/Alcohol Abuse Program. The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. The Contractors and the Union have a commitment to protect people and property, and to provide a safe working environment. The purpose of the program is to establish and maintain a drug-free, alcohol free, safe healthy work environment for all of its employees. For details regarding this program, contact the Business Manager or the Association.	Management prefers management's proposal

Mr. Panzica distributed and read Management Proposals as follows:

Management submitted 18 proposals and each one was read:	
MANAGEMENT'S PROPOSALS	STATUS
1. Contract Duration: To be determined.	Union prefers a 5 year agreement.
2. Monetary Settlement: To be determined.	Economics to be discussed later.
3. Change Article III, Working Conditions, Section 16A and B Steward Clause to read: The Business Manager and the Employer, will select a working Steward from the contractors crew when the job first starts. Working Stewards are required to have five (5) years of building laborer experience, have a 30-hour OSHA certified card, have taken a First Aid/CPR class in the last two years, and have a current drug-free card or is electronically listed on-line as eligible having taken a negative substance abuse test.	Kilbane noted the Union has the right to appoint Stewards. Most Stewards have more than 5 years experience, all Stewards have a 30 hour OSHA card and drug free card. In regard to CPR/First Aid, the Union can start working on that.
4. Saturday Make-Up Day: Saturday shall be paid at one and one-half (1-½) times the straight-time hourly rate. In the event of lost time Monday through Friday, Saturday may be worked at straight-time to make-up the lost time. When an employee reports to work and is not allowed to start work because of inclement weather and has not been notified	Union stated "No" to Proposal 4.

before reporting to the job he shall be paid Twenty Dollars (\$20.00) travel expense. If an Employee is called out on Saturday, and starts to work, he shall receive a minimum of four (4) hours of work, but must remain on the job for one (1) hour ready to work in order to qualify.	
5. <u>Pension Contributions:</u> The above contribution rate is intended to represent the Employer's total hourly cost for providing all pension benefits during the term of this agreement. If the above Plan requires any contributions, which includes surcharges, that are in excess of this amount, or, if the Pension Plan fails to meet the minimum contribution requirements established by law, resulting in the imposition of an excise tax, the hourly package shall be immediately reduced by an equivalent amount.	Kilbane noted Pension fund attorney would need to review this language. Donley noted Pension fund needs to make additional changes, and cuts in benefits. Kilbane disagreed and felt the trustees did make substantial benefit cuts and agreed to additional contributions to comply with Pension Protection Act. Lowering the multiplier from 3% to 2% would only show a blimp on the unfunded liability. Further discussion continued.
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7. <u>Bonding Requirements:</u> Add - "No bond, no men." Add New Provision - The union will be responsible for any delinquent fringe benefits payment to the funds if the union fails to obtain an appropriate bond as required by the collective bargaining agreement. The union shall furnish CEA a list of all signatory employers and a list of those who have provided a Wage & Fringe Benefit Bond.	Kilbane will need a legal opinion. Feels Union responsibility is illegal.
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Respectfully submitted,


John Porada

Laborers Joint Labor/Management Negotiation Meeting
Monday, April 6, 2009

CEA Board Room
Brooklyn Heights, Ohio
8:30 AM

SIGN-IN SHEET

Name	Union/Management
SEBASTIAN TRUSSO	LOCAL 310
John D. Kuch	Local 310
John T. Vellera	Local 310
James P. Joyce	Local 310
Michael J. Korman	LOCAL 310
K. Mark Rabinovich	Local 310
TONY PANZICA	PANZICA CONSTR. CO
Rick Semorsky	VIP
JOHN PORADA	CEA
Rich D. Geronimo	FIND EYE ONE